

AGENDA ITEM SUMMARY

DATE: 9-15-2014 **DEPARTMENT:** Community Development **DEPT HEAD:** MA

SUBJECT: Motion to ratify Mayor's signature on Community Rating System Annual Recertification for FEMA's Flood Insurance rating, which expires September 30, 2014.

AUTHORITY: _____ IAR _____ City Ordinance/Code (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

As part of the participation in the Flood Insurance Program we are required to annually apply for recertification to maintain the decrease in rates that affected parties are required to pay. The entire recertification packet was mailed to FEMA, therefore we do not have copies for the packet. The current CRS rating is 7 for the City of Hailey.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

Budget Line Item Comm. Dev. Dept. and Bldg division_ YTD Line Item Balance \$ _____

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

Staff Contact: Micah Austin, Comm. Dev. Dir. Phone # 208-488-9815 ext 13 _____

Comments: Some training expenses will be necessary to maintain our CRS rating, however this can be budgeted within the currently available training budget for the CDD.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input checked="" type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input checked="" type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input checked="" 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:

Motion to ratify Mayor's signature on Community Rating System Annual Recertification for FEMA's Flood Insurance rating, which expires September 30, 2014.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.):

Instrument # _____

*Additional/Exceptional Originals to: _____

Copies (AIS only)

Micah Austin

From: Sigman, Keri <Keri.Sigman@idwr.idaho.gov>
Sent: Thursday, August 14, 2014 3:59 PM
To: Gabriel, Gina
Cc: michael.riedy@fema.dhs.gov; Micah Austin
Subject: Re: City of Hailey 2014 CRS Recertification

Hi Gina. Micah Austin is the new floodplain administrator for the city of Hailey. I cc'd him. You probably need to resend the info.

Keri K Smith-Sigman, CFM
State of Idaho
Floodplain Coordinator

Direct Line: 208.287.4928
Cell: 208.830.4174

Sent from my iPhone
Sent in haste from my cell phone. Please excuse grammar and brevity.

On Aug 14, 2014, at 3:27 PM, "Gabriel, Gina" <Gina.Gabriel@iso.com> wrote:

Hello Jim,

As you are aware, your community is required to recertify annually in order to maintain your community's current CRS Classification of 8. The recertification process is explained in **Section 214** of the **2007 CRS Coordinators Manual**. This email is a reminder of your annual recertification and it is recommended that your community submit this documentation by **September 15, 2014 and no later than October 1, 2014**. Failure to provide this recertification material will cause your community to revert to a CRS Classification of 10, and flood insurance policy holders in your community will lose their current 10% discount they currently enjoy as a result of your participation in the CRS program.

I have attached a customized Activity Worksheet (AW-214) which reflects your current verified CRS Credit. This worksheet is the basis for your recertification. All appropriate blanks must be **filled in and initialed** by the CRS Coordinator, all noted documentation must be submitted with this worksheet and the first page of the AW-214 must be signed by your CEO.

Please forward the completed recertification package directly to me at the address below.
Do not mail or ship packages that require a signature.

**Gina Gabriel, CFM
ISO/CRS Specialist
P.O. Box 225
1006 State Street
Weiser, Idaho 83672**

**Cell: (303) 248-6330
Email: ggabriel@iso.com**

Once I receive, review and accept your material, I will forward all necessary information on to the FEMA Regional Office. If you should have any questions about the AW-214 form or the

recertification process, please call me at (303) 248-6330. ***Please acknowledge receipt of this email and attachment by replying to this message.***

Thank you and I hope you enjoy the remainder of your summer.

Gina Gabriel, CFM
ISO/CRS Specialist, ISO Community Hazard Mitigation
P.O Box 225
1006 State Street
Weiser, ID 83672
c: 303-248-6330
gina.gabriel@iso.com
www.verisk.com/insurance

Verisk Insurance Solutions • ISO | AIR Worldwide | Xactware

This email is intended solely for the recipient. It may contain privileged, proprietary or confidential information or material. If you are not the intended recipient, please delete this email and any attachments and notify the sender of the error.

<2014 Hailey ID AW-214.pdf>

AGENDA ITEM SUMMARY

DATE: 09/15/2014 DEPARTMENT: PW DEPT. HEAD SIGNATURE: MP

SUBJECT:

Motion to approve Resolution 2014-____, authorizing extension of EPA Grant, Hailey Community Climate Challenge, to November 30, 2014.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Hailey has been granted an extension by the EPA for final close-out of the Hailey Community Climate Challenge grant. The project can be extended to November 30, 2014.

This extension is necessary because Social Bicycles, a vendor of the project, has not delivered the recent bicycle upgrade. Social Bicycles has agreed to deliver by the end of Oct. 2014.

Please see the attached letter and information on the upgrade.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

There is no fiscal impact related to the extension.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Finance	___ Licensing	___ Administrator
___ Library	___ Community Development	___ P&Z Commission	___ Building
___ Police	___ Fire Department	___ Engineer	___ W/WW
___ Streets	___ Parks	___ Public Works	___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2014-____, authorizing extension of EPA Grant, Hailey Community Climate Challenge, to November 30, 2014

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.):

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



August 19, 2014

Jason Miller
Mountain Rides
800 1st Ave N
Ketchum, ID 83340

Jason,

Social Bicycles is committed to delivering a successful bike share system for Hailey, Idaho. Last summer we delivered 18 bicycles and locks, and Mountain Rides operated a pilot program through November. During the pilot program we identified several important improvements for the electronic locking system, which are described in the attached PDF. We had hoped these new electronics would be ready for a relaunch of the program this spring, however it has taken us longer than expected to deliver.

Last week we received the first production units from our factory. We are able to send one set of new electronics by the end of August and the full quantity by the end of October. We recognize that this late delivery has impacted your 2014 launch, however we hope that it will allow you to demo the system this fall and build momentum for next spring. We also hope that you can test and review the electronics during this period, and submit for the final grant payment from the EPA by the end of November.

We remain committed to this project and want to see it grow. This winter we delivered 22 additional bikes at no charge that will enable the program to more than double in size and expand to Ketchum for the 2015 launch. We have made several staff visits over the last two years, and plan to send staff once more in 2014 to manage the installation of the electronics. As one of our first 3 projects in our growing network, we consider Mountain Rides to be a founding partner of our company and we deeply appreciate your effort and commitment to Social Bicycles. I am committed to continuing to invest our staff and resources to ensure that Mountain Rides is a success.

Sincerely,

A handwritten signature in black ink, appearing to read "RR", is written over a horizontal line.

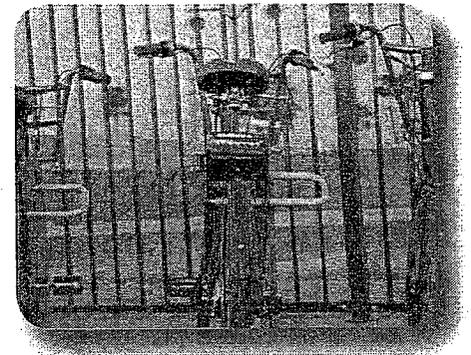
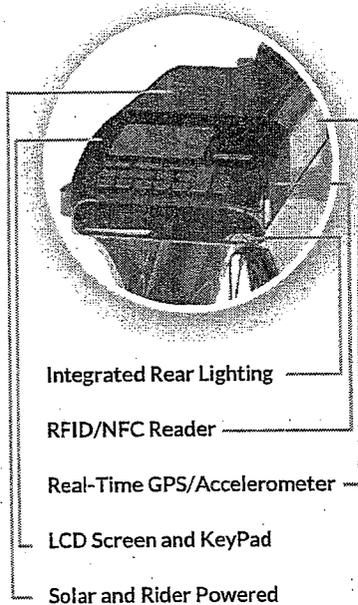
Ryan Rzepecki
CEO, Social Bicycles
646-283-6548
ryan@socialbicycles.com



Smart-Bike Product Improvements

The following is a list of upgrades that will be delivered Fall 2014. These product enhancements will positively impact the user experience, maintenance, and operations.

Keypad lock



Safety and Tracking

- Bright front and rear lighting with reflectors
- Real-time GPS for location tracking
- Accelerometer to detect theft

User-Experience

- LCD screen on each bike
- Large and prominent buttons for easy data entry
- Speakers guide user with audio

Robust and Resilient

- Solar power, front hub generator, capacitors, and battery pack for extra power storage
- Weathersealing against the elements
- Heavy-duty casing protects against impact
- Robust, shatter-resistant screen
- Custom security screws require unique tools

Bicycle Access

- RFID reader enables card access and integration with transit smart-cards
- Interfaces with web and mobile app for reservation.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 83494301 MODIFICATION NUMBER: 3 PROGRAM CODE: AF	DATE OF AWARD 09/04/2014
			TYPE OF ACTION No Cost Amendment	MAILING DATE 09/04/2014
			PAYMENT METHOD: ACH	ACH# X0141
			RECIPIENT TYPE: Municipal	
RECIPIENT: City of Hailey 115 South Main Street, STE H Hailey, ID 83333-8408 EIN: 82-6000201		PAYEE: City Treasurer City of Hailey 115 South Main Street, STE H Hailey, ID 83333-8408		
PROJECT MANAGER Tom Hellen City of Hailey 115 South Main Street, STE H Hailey, ID 83333-8408 E-Mail: tom.hellen@haileycityhall.org Phone: 208-788-4221 ex 14		EPA PROJECT OFFICER Carolyn Gangmark US EPA Region 10 1200 Sixth Avenue, Suite 900, AWT-150 Seattle, WA 98101 E-Mail: Gangmark.Carolyn@epa.gov Phone: 206-553-4072		EPA GRANT SPECIALIST Jessica Durand 1200 Pennsylvania Ave NW Washington DC 20460, 3903R E-Mail: Durand.Jessica@epa.gov Phone: 202-564-5317
PROJECT TITLE AND EXPLANATION OF CHANGES Hailey, ID Community Climate Challenge Time Extension (Amendment); Your organization's written request dated August 20, 2014, has been received and approved. The new Project/Budget Period end date has been extended to November 30, 2014. Recipient acceptance/signed affirmation is not required for this amendment.				
BUDGET PERIOD 02/01/2011 - 11/30/2014	PROJECT PERIOD 02/01/2011 - 11/30/2014	TOTAL BUDGET PERIOD COST \$709,963.00	TOTAL PROJECT PERIOD COST \$709,963.00	
NOTICE OF AWARD				
Based on your Application dated 07/15/2010 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0. EPA agrees to cost-share 67.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$472,429. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS Grants and Interagency Agreement Management Division 1200 Pennsylvania Ave, NW Mail code 3903R Washington, DC 20460			ORGANIZATION / ADDRESS Environmental Protection Agency Office of Air and Radiation 1200 Pennsylvania Ave, NW Washington, DC 20460	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official for Jill D. Young - Chief - Grants Management Branch A & B Jessica Durand - Award Official delegate				DATE 09/04/2014

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 472,429	\$ 0	\$ 472,429
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 237,534	\$ 0	\$ 237,534
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 709,963	\$ 0	\$ 709,963

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.041 - Climate Showcase Communities Grant Program	Public Law 111-88 Department of Interior Environment and Related Agencies Appropriations Act 2010	40 CFR PART 31

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$248,819
2. Fringe Benefits	\$74,205
3. Travel	\$10,670
4. Equipment	\$0
5. Supplies	\$55,970
6. Contractual	\$60,600
7. Construction	\$0
8. Other	\$259,699
9. Total Direct Charges	\$709,963
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>33.00</u> % Federal <u>67.00</u> %.)	\$709,963
12. Total Approved Assistance Amount	\$472,429
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$472,429

Administrative Conditions

All Administrative Conditions Remain the Same

Programmatic Conditions

All Programmatic Conditions Remain the Same

AGENDA ITEM SUMMARY

DATE: 9-15-2014 **DEPARTMENT:** Community Development **DEPT HEAD:** MA

SUBJECT: Acknowledge the automatically renewed contract for services with the Idaho Department of Building Safety for building inspection and plan review services. NO ACTION REQUIRED.

AUTHORITY: _____ IAR _____ City Ordinance/Code (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The contract with the Idaho Department of Building Safety is automatically renewed each year without the necessity of signing a new contract if there are no changes and neither party has concerns. The following is an excerpt from that section of the contract:

5.2 This Agreement shall be considered automatically renewed for successive one (1) year periods hereafter unless terminated earlier by either party in the form and manner set forth in Section 4.

Staff has no concerns with the contract and the building/plan review process seems to be working well. There have been almost zero complaints from the public regarding our current processes and the electronic plan review and submittal has been especially well received. According to the contract, the City of Hailey retains 35% of all building/plan review revenues while the Department of Building Safety receives 65%. As of this writing, \$59,514.03 has been paid to DBS for the services provided in Fiscal Year 2014. This includes all inspection services, all plan review services, and various other duties that are not directly reimbursed to the DBS (i.e. inspections of City Hall). This is 8.4% less than anticipated, however the final tally will be known after this fiscal year concludes.

No action is necessary by the Council.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item Comm. Dev. Dept. and Bldg division_ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Micah Austin, Comm. Dev. Dir. Phone # 208-488-9815 ext 13 _____
Comments: Depending on building activity, staff projects that the overall budget outcome will be in accordance with our current budget projections.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input checked="" type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input checked="" type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input checked="" 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:

No action is necessary, contract is automatically renewed according to the contract.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

BUILDING CODES SERVICES AGREEMENT
BETWEEN THE IDAHO DIVISION OF BUILDING SAFETY AND
THE CITY OF HAILEY

This BUILDING CODES SERVICES AGREEMENT BETWEEN THE IDAHO DIVISION OF BUILDING SAFETY AND THE CITY OF HAILEY (hereafter "Agreement") is made and entered into this _____ day of _____, 2013, by and between the Administrator of the Idaho Division of Building Safety or his duly authorized designee (hereafter "Division"), having its main office at 1090 East Watertower Street, Suite 150, Meridian, Idaho 83642 and the City of Hailey, Idaho, by and through its authorized representative (hereafter "City") having its main office at 115 Main Street South, Suite H, Hailey, ID 83333. The Division and the City may hereafter collectively be referred to as "Parties".

WITNESSETH:

WHEREAS, the Division is a self-governing agency of the State of Idaho having statutory authority over the enforcement and administration of building codes, as well as statutory authority to enter into contracts with a local jurisdiction for the purpose of performing inspection services pursuant to sections 67-2601A and 39-4107, Idaho Code; and

WHEREAS, the City is a incorporated entity created under the laws of the State of Idaho and granted the authority to adopt and enforce building codes pursuant to Idaho Code as well as granted the authority to enter into contracts with a public entity for the purpose of performing inspection services related to the administration of its municipal Building Codes enforcement program; and

WHEREAS, the City is desirous to exercise this authority and has determined that it is in the best interest of the City to enter in to a contract with the Division to provide for inspection services related to the administration of the City's Building Code Services, including inspection, plan review, permitting and enforcement of all building ordinances of the City's building program; and

WHEREAS, the Division, though its statutory authority and pursuant to the terms of this Agreement, has also determined that it is in the best interest of the Division to enter into such an Agreement with the City and intends to perform all necessary building code related services and to arrange for, monitor, supervise, and administer portions of the City's Building Codes Services; and

WHEREAS, the City, has authorized the Division to provide inspection services related to the administration of the City's Building Code Services program, including but not limited to the inspection, plan review, permitting and enforcement of all construction, improvement, extension or alteration and demolition of buildings, residences or structures, coming under the purview of the City's jurisdiction; and

WHEREAS, the Division intends the fees it charges under this Agreement are as provided in rules promulgated by the Idaho Building Code Board; and

WHEREAS, subject to the covenants and conditions set forth herein, the City and the Division desire to memorialize the contractual relationship between the parties in this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements contained herein, the Division and the City hereby agree and contract as follows:

1 DELEGATION OF AUTHORITY

1.1 The mission of the City's Department of Building Code Services is to protect the lives and safety of the residents and visitors of the City of Hailey, preserve the City's quality of life, and contribute to the City's economic development. These are accomplished through the implementation and enforcement of building codes as well as local and State laws pertaining to the construction of commercial, industrial, and residential buildings.

1.2 With this Agreement, the Division does hereby agree to provide inspection and plan review services related to the administration of the Building Code Services program of the City. The City does hereby grant the Division such power and authority within the City's jurisdiction and to serve as the building inspection department for the City and perform those responsibilities of the Building Inspector as identified in city code throughout the effective period of this Agreement.

1.3 Building Code Services program provided by the Division shall include all services for construction-related activities, including pre-development conferences, plan review, inspections, permit verification, delivery of Certificates of Occupancy and documentation of activity related to these services.

2 SCOPE OF SERVICES/ DIVISION RESPONSIBILITIES

2.1 The services to be performed by Division under this Agreement (hereafter "Services") include:

2.2 Division shall conduct building inspections as well as provide related Building Code Services for the City on property and at all buildings, commercial, residential and industrial within the jurisdictional boundaries of the City. Division shall enforce all rules and regulations under the various International Building Codes, and other applicable codes adopted by the City with any amendments as adopted by the City, and verify that all provisions of permitting required by the City pursuant to such uniform codes are observed. Furthermore, all inspections, plan reviews, enforcement and associated activities conducted by the Division pursuant to this Agreement shall be conducted in substantial accord with the standards recognized by the City as expressed in city code.

2.3 As used in this agreement, the terms "enforce" and/or "enforcement" is defined to include only the following activities by the Division: requiring that the appropriate City permit has been obtained; ensuring that inspection has been requested and subsequently performed; determining whether any building construction is done so in conformity with the adopted codes; identifying that no violation of any applicable construction code occurs; notice of any such violation to the permit holder and the City, and order correction of any such violation; and verifying that the City,

through its Clerk's Office has approved the issuance of a Certificate of Occupancy prior to the delivery of such.

2.4 Division shall provide inspection services, documenting all inspections, related to the administration of the Building Code Services program of the City, in accordance with applicable city ordinances. Division shall conduct inspections, provide notice of violations of the applicable standards to the holder of the permit; and otherwise carry out other related administrative duties and responsibilities that include, but are not limited to, scheduling inspections and appointments with the public, documenting all inspections and project tracking, making all public records readily available to the City Clerk, communicating the progress of all building and construction projects with the Community Development Director, and other administrative duties that may be necessary.

2.5 Division shall have use of office space in a designated area within Hailey City facilities. The Building Inspector designated by the Division shall enjoy access to all equipment and facilities available to city employees, including but not limited to phones, computers, copy machines, storage, and City equipment and facilities available and necessary to perform the designated duties. The City shall maintain ownership over all City equipment provided by the City and made available to the Division. The Division and its inspector shall maintain, at Division's expense, a cellular telephone with voice mail, and shall provide the telephone numbers thereof to the City for its use in administering this Agreement.

2.6 The Parties agree that the Division Building Inspector shall timely respond to calls of inquiry concerning Building Code Services from members of the public within one business day. Division inspector will be available to answer phone calls from customers of the City each business day from 8am to 12pm and from 1pm to 5pm.

2.7 The authorized Division Building Inspector shall determine a schedule of activities, including site visits and inspections. The Division inspector shall utilize the City's electronic calendar for scheduling inspections and make this calendar available to city employees. The Division Inspector shall be physically present in the office space designated for his use by the City each business day between the hours of 8am and 10am, unless other work for the City described in this agreement requires Division inspector to be elsewhere.

2.8 Division shall provide a vehicle for use by the Division Inspector. The Division will provide fuel and maintenance for such vehicle and retain liability for the vehicle and its use as set forth in Idaho law, including the Tort Claims Act set forth in Idaho Code title 6, chapter 9. Funding for the Division's liability is established under the Retained Risk Account managed by the Department of Administration, Division of Risk Management. Evidence of financial responsibility will be provided to the City upon request and will consist of a Certificate of Financial Responsibility.

2.9 Division Inspector shall keep the Community Development Director informed of the affairs and needs of the City and make reports if requested to the City and/or Council of such matters; and provide written notice of ordinance violations to the Community Development Director and/or City Administrator.

2.10 Division Inspector shall perform such general duties as requested by the City related to

the performance of and not inconsistent with this Agreement.

2.11 Division Building Inspector shall share relevant information related to inspection services with the City Clerk's Office upon request, as well as verify that City, through its Clerk's Office, has approved the issuance of a Certificate of Occupancy prior to the delivery of such.

2.12 To the fullest extent permitted by law Division shall make all building and construction plans submitted to the Division for review electronically accessible to the City's fire department for the purpose of protecting property as well as the health and safety of the public. Division shall allow the City's fire department access to its *Dox* plan review software system as it relates to plans within the scope of this agreement, as well as any related documents generated by the Division in the course of reviewing individual plans of buildings within the scope of this agreement.

2.13 To the fullest extent that it is able to do so Division shall provide permission to access individual plans maintained on its Project *Dox* plan review software system to those entities and individuals identified by the applicant of the building permit. There shall be no fee or cost to the City, architect, contractor(s), or any other party involved in a construction project necessitating a plan review imposed by the Division for accessing such ongoing plans.

2.14 Electronic building plans submitted to the Division for review shall be maintained on the Division's computer server, and Division shall ensure that only those individuals who have been authorized by the applicant of the building permit, as well as only those individuals within the Division with a need to do so will have access to such plans. Such access will be provided only by means of a password provided by the Division to parties as authorized by the applicant. Division further agrees to backup electronic plans submitted to it on a daily basis and store them in a secure location offsite.

2.15 At all times throughout the term of this Agreement, Division Inspector(s) shall be sufficiently qualified to provide services in the manner established by this provision and all provisions of this Agreement. Specifically, without limitation, Division Inspector(s) assigned to perform inspection activities pursuant to this agreement shall be in good standing with all relevant licensing and/or certifying authorities.

2.15.1 Division inspectors assigned to perform commercial and residential building inspections shall possess an International Code Council (ICC) Building Inspector certificate or International Code Council (ICC) Plans Examiner Certificate.

2.15.2 Division inspectors assigned to perform residential plans review shall possess an International Code Council (ICC) Building Inspector Certificate or International Code Council (ICC) Plans Examiner Certificate.

2.15.3 Division inspectors assigned to perform commercial plans review shall possess an International Code Council (ICC) Plans Examiner Certificate.

2.16 Division agrees to make non-binding recommendations and provide professional guidance concerning amendments or modification to the applicable building codes or City ordinances addressing such codes in accordance with State Law.

3 SCOPE OF SERVICES/ CITY RESPONSIBILITIES

3.1 A City employee shall work as staff with the Division and help coordinate Building Code Services with developers, residents, and other interested persons.

3.2 City shall be responsible for acting in accordance with its own processes regarding applications for inspections or permits, permit issuance, collection of inspection or permit fees, and any other administrative duties not assigned to the Division in this agreement. The contractor(s) identified on the permit will be instructed by the City to contact the Division Inspector directly to notify him of the need for an inspection. Upon such notification by a contractor, the Division Inspector shall schedule and conduct the inspection in accordance with his schedule. If a permit other than a building permit is required, City shall, as soon as possible following the issuance thereof, furnish to the Division a copy of the related permit(s) with the identification of the contractor(s) performing the work to be inspected. The Division Inspector shall inform contractor(s) and other city officials when inspections not under the authority of the Division Inspector are requested of the Division Inspector.

3.3 Revenue Allocation.

3.3.1 Fee amounts pertaining to Building Code Services, as established by City Code, shall be collected by the City. Division shall be entitled to the following shares of building permit and plan review fee revenues collected by City in accordance with that portion of the fee schedule set forth in Hailey Municipal Code §§15.08.020(E)(1) and (2) in effect on the date of the application for a building permit:

Sixty-five percent (65%) of all commercial and residential building permit fees collected by the City each month under Hailey Municipal Code §15.08.020(E)(1) ("Building Permit Fee").

Sixty-five percent (65%) of all commercial and residential building plan review fees collected by the City each month under Hailey Municipal Code §15.08.020(E)(2) ("Plan Review Fee").

All other fees collected by City in accordance with the fee schedule adopted by the City on the effective date of this agreement shall be retained by City. The city shall not remit payment of the allocated share nor shall the Division be entitled to compensation in advance of the schedule set forth herein.

3.3.2 Notwithstanding any fees paid to the Division in accordance with its allocated share identified above, the parties agree that the Division shall be guaranteed at least the amount of fifteen thousand dollars (\$15,000) as minimum compensation for all services provided pursuant to, and through the term of, this Agreement. Should the total of all monthly remittances of fees to the Division over the term of this Agreement amount to less than fifteen thousand dollars (\$15,000), the difference shall be payable by the City to the Division on October 1, 2014.

3.3.3 The entirety of each Plan Review Fee owed to the Division in accordance with its allocated share shall be remitted to the Division no later than the twenty-fifth (25th) day of the month following the issuance of the building permit.

3.3.4 The City shall remit to the Division fifty percent (50%) of the Division's share of each Building Permit Fee no later than the twenty-fifth (25th) day of the month following the issuance of the building permit. The City shall remit to the Division the remaining fifty percent (50%) of the Division's share of each Building Permit Fee no later than the twenty-fifth (25th) day of the month following the Division's performance of the final inspection for the building permit.

3.4 City shall tender receipts to persons and parties whom pay with cash and check. The amounts of the permits and fees so collected by the City shall be collected and then paid to Division, either in person or by means of the mail at the identified Division address.

3.5 The receipts shall have the logo of the City printed on them. City shall maintain an acceptable accounting of all monies collected for the service provided by Division as City Building Inspector and readily provide Division a full accounting of services upon request.

3.6 City agrees to provide permit application forms and inspection stickers to Division Inspector.

3.7 City agrees to provide notice to Division of any amendments or modification to the applicable building codes or City ordinances adopting such codes.

4 TERMINATION

4.1 This Agreement shall remain in effect until as provided herein. Either party may terminate this Agreement pursuant to this section. Parties may terminate this Agreement by providing thirty (30) days written notice to the other party if at any time: (1) the other party is in material breach of any warranty, term, condition, covenant, or obligation under the Agreement; (2) judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of the Agreement infeasible or impossible; or, (3) the other party fails to comply with any material and applicable law, regulation, or rule.

4.2 Either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party. In the event the Agreement is terminated under this Section 4.2, Division shall only be entitled to compensation for the services performed under this Agreement up to the effective date of termination. In determining the compensation to be paid, the parties shall a) determine the time previously incurred to perform the services for any plan review or building inspection, b) estimate the time necessary to perform the services for any outstanding plan review or building inspection, and c) based on the actual time incurred and the estimated time to perform for any plan review or building inspection, calculate a percentage of work performed for plan review or building inspection. For work required to be performed for plan review following termination under this Section 4.2, the Division shall be paid the percentage of the work performed for Plan Review Fee on the twenty-fifth (25th) day of the month following the effective date of termination. For work required to be performed for building inspection following termination under this Section 4.2, the Division shall be paid the percentage of the work performed for the Building Permit Fee on the twenty-fifth (25th) day of the month following

the effective date of termination, or in the event the amount of the percentage of the work performed for the Building Permit Fee is less than the first 50% payment made to the Division under Section 3.3.4 of this Agreement, the Division shall reimburse the City the difference between the first 50% payment and the percentage of the work performed for the Building Permit Fee. The Division shall be responsible to deliver all records produced during the term of this Agreement to the City prior to the effective date of the termination of this Agreement.

5 PERIOD OF PERFORMANCE

5.1 This Agreement shall become effective immediately upon the approval of the Hailey City Council or the date of the last signature set forth below, whichever event occurs last, and shall remain in effect until October 1, 2014 or until an earlier termination as provided above in Section 4.

5.2 This Agreement shall be considered automatically renewed for successive one (1) year periods hereafter unless terminated earlier by either party in the form and manner set forth in Section 4.

6 DEFAULT

6.1 In the event that either party defaults in their performance of any material term or provision of this Agreement, the party not in default may terminate this Agreement and pursue any available remedies.

7 LIABILITY TO THIRD PARTIES

7.1 City and Division each shall be responsible only for the acts, omissions or negligence of its own officers, employees or agents. Nothing in this Agreement shall extend the responsibility or liability of either City or Division beyond that required by the Idaho Tort Claims Act. Each party shall defend itself against any claims that arise solely from wrongful acts, omissions or negligence of its officers, employees, or agents in the course of the performance of this Agreement, but does not assume responsibility for the acts, omissions or negligence of the other party or the other party's officials, employees, agents and volunteers. Each party shall promptly notify the other party of any claim arising under this Agreement and shall cooperate fully with the defending party or its representatives in the defense of such claims.

7.2 Nothing in this Agreement shall be deemed to subject the Division or the City to suit by persons not party to this Agreement. The Agreement is intended solely to facilitate intergovernmental cooperation among the Parties and does not create any right in other persons to seek administrative or judicial enforcement of provisions herein. Any actions by persons not party hereto maintained against the Division or the City or their officers, employees and agents for activities conducted pursuant to this Agreement shall be subject to, and controlled solely by, the Idaho constitution and its statutes and administrative regulations and City Code as applicable.

8 MISCELLANEOUS

8.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not

covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Idaho.

8.2 Venue, Jurisdiction and Process. The parties agree that any proceeding arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in Blaine County, Idaho where the City is located, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have otherwise.

8.3 Assignment. The Division may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.

8.4 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

8.5 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties, any right or remedy under or by reason of this Agreement.

8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

8.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

8.8 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Division and City. Each party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

8.9 Reservation of Rights. Each Party reserves all rights, powers and remedies now or hereafter existing in law or in equity, by statute or otherwise. Nothing in this Agreement is or shall be construed to be a waiver of such rights. The Agreement is intended solely to facilitate intergovernmental cooperation among the parties and does not create any right to seek administrative or judicial enforcement of provisions herein.

8.10 Entire Agreement and Modification. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.

8.11 Sufficient Appropriation. By signing this Agreement, both parties understand and agree that the Division and the City are governmental entities. The Division is able to provide the services identified in this Agreement through its authority to contract as granted by the State of Idaho. The City is able to contract for Building Code Services also through its authority to enter into contracts. This Agreement shall in no way or manner be construed so as to bind or obligate the Division, the City of Hailey or the State of Idaho beyond the term of any particular appropriation of funds by the Idaho Legislature or Hailey City Council as may exist from time to time. Each party reserves the right to terminate the Agreement if, in its sole judgment, the legislature of the State of Idaho or the Hailey City Council, as the case may be, fails, neglects, or refuses to appropriate sufficient funds as may be required for the Division or City to continue their required performance under the Agreement. Any such termination shall take effect on ninety (90) days prior notice and be otherwise effective as provided in this Agreement.

8.12 State's Insurance. The Division of Building Safety is a State of Idaho agency and provides liability coverage for public liability, personal injury, death, and property damage through the Risk Management Program established under Idaho Code section 67-5776, which is funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho Code sections 6-901 et seq.

8.13 Records. All records, including those of costs, reimbursable expenses, and payments shall be kept on a generally recognized accounting basis and shall be available to the other Party at all times and shall be maintained in accordance with relevant standards.

8.14 Public Records. Division acknowledges that all records containing information relating to the actual performance of this Agreement and services provided hereunder prepared, owned, used or retained by it are public records and as such are subject to City's records retention schedule and/or the Idaho public records act. Division shall, upon request and within two (2) working days of such request, provide requested information or records to the City Clerk's Office where such information is maintained by Contractor in a location or format not readily accessible by City. Division shall, upon request, prepare and provide to City all data collected and/or reports prepared regarding services conducted under this Agreement.

8.15 Survival. All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.

8.16 Voluntary. The Parties hereby acknowledge that they have entered into this Agreement knowingly, voluntarily and without threats or promises in any form or nature whatsoever.

8.17 Notice. Any notice or payment contemplated by this Agreement shall be made in writing to the Parties at the addresses noted herein. It shall be the responsibility of each Party to provide timely notice of changes of address.

To the Division at: 1090 E. Watertower Street
Meridian, ID 83642

To the City at: 115 Main Street South, Suite H,
Hailey, ID 83333

IN WITNESS WHEREOF the parties cause this agreement to be executed as of the day and year first above.

DIVISION OF BUILDING SAFETY:
C. Kelly Pearce, Administrator

CITY OF Hailey:
Fritz Haemmerle, City of Hailey Mayor

By: _____

By: _____

Date: _____

Date: _____

AGENDA ITEM SUMMARY

DATE: 9/15/2014

DEPARTMENT: Police/Admi

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Misdemeanor Prosecution Contract and Resolution No. 2014-73

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey misdemeanor prosecution contract with Rick Allington expires at the end of September, 2015. The Hailey Police Department is satisfied with Mr. Allington's services and would like to extend the misdemeanor prosecution contract under the same terms as the present contract. The attached contract provides for a three year term which can be terminated for cause or if the city has not appropriated sufficient funds. The approved budget has appropriated sufficient funds to pay for the services under this contract.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Agreement for Prosecution of City Misdemeanors and to authorize the mayor to sign, and motion to approve Resolution No. 2014-73 and to authorize the mayor to sign.

FOLLOW-UP REMARKS:

**CITY OF HAILEY
RESOLUTION NO. 2014-73**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR PROSECUTION OF
CITY MISDEMEANORS WITH FREDRICK ALLINGTON**

WHEREAS, the City of Hailey desires to enter into a contract for services with Fredrick Allington, Esq. to perform services as the misdemeanor City Prosecutor for the City of Hailey; and

WHEREAS, the City of Hailey and Fredrick Allington have agreed to the terms and conditions of the Agreement for Prosecution of City Misdemeanors, 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 attached Agreement for Prosecution of City Misdemeanors, a copy of which is attached hereto, and that the Hailey Mayor is authorized to execute the attached Agreement for Prosecution of City Misdemeanors.

Passed this 15th day of September, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS

AGREEMENT made this _____ day of _____, 2014, between FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF HAILEY, IDAHO, (collectively hereinafter referred to as "City");

WITNESSETH

WHEREAS, Idaho Code §50-208 requires that the city attorney, his/her deputies or contract counsel of any municipality shall prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits; and

WHEREAS, Idaho Code §§50-208 and 50-301 allows any city to contract for alternative additional counsel when deemed advisable; and

WHEREAS, THE City desires to contract with Attorney to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when arresting or charging officer is an employee of the City; and

WHEREAS, Attorney desires to contract with the City to accept the duty and receive the authority to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when the arresting or charging officer is an employee of the City; and

WHEREAS, The City deems the expenses corresponding to the services provided by Attorney as ordinary and necessary pursuant to Art. VIII, §3 of the Constitution of the State of Idaho; and

NOW, THEREFORE, in consideration of the foregoing and the City's payment to the Attorney of compensation hereinafter provided, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES.

- A. Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within the city limits for which an arrest is made or a citation issued by an officer of City and appeals thereof from Magistrate to District Court.
- B. In addition, Attorney agrees to provide the City with the following specific services:
 - (1) Render legal advice, when requested, to the City's police departments and police officers on a 24 hour per day seven (7) days per week basis (insofar

AGREEMENT FOR PROSECUTION

Page 1

as is possible) regarding all police matters relating to criminal law and criminal procedure; and

- (2) Office consultation with City's police officers concerning the filing of charges; and
- (3) Draft all complaints, arrest and search warrants, and summonses relating to criminal charges; and
- (4) Prepare for and conduct all probable cause hearings in cases related to criminal charges; and
- (5) Draft affidavits in support of search warrants and arrest warrants; and arrange, prepare for and conduct all hearings necessary to obtain said warrants; and
- (6) Prepare for and conduct all hearings or motions scheduled for a hearing in any case within the scope of this Agreement, and any appeal thereof from magistrate to district court. Such hearings include but are not limited to, arraignments, bond hearings, motions to suppress and sentencing hearings; and
- (7) Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof; and
- (8) Meet with City staff on a monthly basis or as needed to discuss the progress of City Ordinance prosecutions; and
- (9) Provide yearly statistical reports to the City as to the number of cases disposed of by Attorney; and
- (10) Keep informed of new developments in criminal law and criminal procedure.

C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.

D. The Attorney agrees that all services provided pursuant to Section 1 of this Agreement shall be in accordance with the Idaho State Bar Association's Rules of Professional Responsibility.

2. **TIME OF PERFORMANCE AND TERMINATION.** This Agreement shall be in full force and effect from the 1st day of October, 2014 through the 30th day of September, 2015.

3. **COMPENSATION**
 - A. Compensation per year of FORTY TWO THOUSAND EIGHT HUNDRED FORTY-EIGHT DOLLARS (\$42,848.00) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2014 through September 30, 2015.
 - B. Attorney agrees that the compensation fixed in paragraph 3A above shall constitute the total amount of compensation to be awarded under the terms of this Agreement with payment due on the **first day of each and every month** commencing on October 1, 2014.
 - C. Compensation to all other persons, entities and organizations for services and materials necessary to the fulfillment of the terms of this Agreement, including professional liability insurance, shall be the sole responsibility and obligation of Attorney; Attorney shall have the discretion to hire or retain such clerical, administrative, paralegal or legal help as may be necessary to the fulfillment of the terms of this Agreement.

4. **INDEPENDENT CONTRACTOR STATUS.** Attorney is retained only for the purposes and to the extent set forth in this Agreement. The parties to this Agreement intend that the relationship of the City to the Attorney shall be that of an independent contractor. As such, the Attorney shall not be entitled to any benefits which the City may provide to their respective employees, including, but not limited to, unemployment compensation, medical insurance or similar benefits. Nothing herein shall be construed to constitute an intent to form a partnership, employment, joint venture or other relationship except as acknowledged herein by the parties. The parties shall, at all times, take all necessary actions to maintain such relationship, including, but not limited to, the filing of necessary tax documents consistent herewith.

5. **COSTS OF PROSECUTION.** City are responsible to pay directly any and all costs of prosecution of their respective cases which include, but are not limited to, witness fees, travel costs and transcript costs. For costs of prosecution in excess of ONE HUNDRED and no/100 Dollars (\$100.00), the Attorney will review the merits of the case and reasons for the costs with the Chief of Police for the City who, in turn, has full discretion to authorize payment of the projected costs of prosecution.

6. **CONFLICT OF INTEREST.**

- A. To the extent that a conflict of interest arises due to a criminal defendant's employment position, the city where the alleged offense occurred, with the assistance of Attorney, shall arrange and pay for the prosecution. Such criminal defendants shall include, but are not limited to, elected and appointed city officials, law enforcement personnel, Blaine County Prosecuting and Deputy Prosecuting Attorneys. Attorney shall make a good faith effort to arrange for a conflict prosecutor at no charge.
 - B. To the extent that a conflict of interest arises due to a criminal defendant's position as a practicing attorney whom Attorney has significant contact with as opposing counsel, the Attorney shall make a good faith effort to arrange for a conflict attorney to prosecute the case without charge. If Attorney cannot arrange for such a conflict attorney, then the city where the alleged offense was committed shall arrange and pay for the cost of prosecution.
 - C. To the extent that a conflict of interest arises that is not addressed in Subsections 6A or 6B, Attorney shall arrange and pay for the cost of prosecution.
7. **DISCRETION.** Attorney shall have ultimate discretion in all charging decisions, plea agreements and dispositions of cases prosecuted on behalf of City, but will fully consider the requests and input of the chiefs of police of City with regard to particular cases or class of cases.
8. **COMPLIANCE WITH LAWS.** The Attorney agrees to comply with all federal, state, City and local laws, rules and regulations.
9. **TERMINATION OF AGREEMENT.**

- A. The parties agree that City may terminate this Agreement upon sixty (60) days prior written notice upon:
 - (1) A finding by the a majority of the City, after considering the Attorney's response, that the Attorney has not consistently performed his duties under the terms of this Agreement or has violated the provisions of this Agreement. The City' notice shall set forth the facts upon which a violation is based. Attorney shall be entitled to respond to the City within thirty (30) days of receiving said notice.
 - (2) The event that for any upcoming fiscal year during the term of this Agreement, the City does not appropriate funds for the prosecution of criminal violations under the terms of this Agreement.

- B. The City may terminate this Agreement immediately upon Attorney's:
- (1) Conviction by a court of competent jurisdiction of a crime involving moral turpitude, which shall include but not be limited to, driving under the influence of alcohol, theft and physical or sexual abuse; or
 - (2) Disbarment or suspension of Attorney's license to practice law in the State of Idaho.
- C. In the event that the City shall terminate this Agreement pursuant to Subsections 9A and 9B above, then Attorney shall not be entitled to any further compensation from the City.

10. **AMENDMENTS/ASSIGNMENT.** This Agreement may only be changed, modified, amended or assigned upon the written consent of all the parties.
11. **HEADINGS.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions hereof.
12. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.
13. **ATTORNEYS' FEES AND COSTS.** Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys' fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys' fees and costs on appeal.
14. **BINDING AGREEMENT.** This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereof.
15. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement of the parties and is the sum total of the agreements and understandings of the parties hereto, and supersedes and replaces any other written or oral agreements or understandings.
16. **INTERPRETATION.** This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.

17. **NO PRESUMPTION.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
18. **EXECUTION.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.
19. **ACCEPTANCE.** The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
20. **AUTHORITY.** Each City hereby represents and acknowledges that the execution of this Agreement has been duly authorized and approved by each City herein.
21. **INDEMNIFICATION.** From and after the commencement of this Agreement, Attorney hereby agrees to hold the City harmless and indemnify the City from any claims arising or resulting from the Attorney's handling of the prosecution of any matter pursuant to this Agreement. This provision is intended to cover all aspects of the Attorney's involvement in a prosecution, including all decisions or conduct prior to charging a defendant as well as thereafter. The term "claims" as used herein shall mean and include any and all liabilities, damages injuries, losses, causes of action, judgments, rights or demands of every kind, asserted or which may be asserted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTORNEY:

CITY OF HAILEY, IDAHO

Frederick C. Allington

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, Hailey City Clerk

AGENDA ITEM SUMMARY

DATE: 09/15/2014 DEPARTMENT: DEPT. HEAD SIGNATURE:

SUBJECT: Contract for Services with Blaine County Housing Authority

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached contract for service is the same as last year's contract. It includes a contribution of funds and service provided by the city treasurer for BCHA bookkeeping.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

The contract allows \$2,500 to be paid, as is budgeted.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2014- 74 authorizing a contract for services with Blaine County Housing Authority for the period from October 1, 2014 through September 30, 2015.

FOLLOW-UP REMARKS:

*

**CITY OF HAILEY
RESOLUTION NO. 2014-74**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH
BLAINE COUNTY HOUSING AUTHORITY**

WHEREAS, the City of Hailey desires to enter into an agreement with Blaine County Housing Authority (BCHA) under which BCHA will perform services to manage activities related to affordable housing units within the City of Hailey.

WHEREAS, the City of Hailey and BCHA have agreed to the terms and conditions of the Contract for 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 Blaine County Housing Authority and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of September, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into as of _____, by and between the CITY OF HAILEY, IDAHO, a municipal corporation ("Hailey") and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority ("BCHA") (Hailey and BCHA are collectively referred to as "Parties").

RECITALS

A. Hailey is a municipal corporation duly organized and existing under the laws of the State of Idaho.

B. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.

C. BCHA has proposed to provide services to the City of Hailey related to the development, stewardship and preservation of community housing for low to moderate income households.

D. Pursuant to Idaho Code §§ 50-301 and 50-302, Hailey is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

E. Hailey has deed restricted community housing units and anticipates the construction of additional deed restricted community housing units within its municipal boundaries. The deed restricted community housing units may be income based deed restricted units, workforce deed restricted units or other deed restricted units.

F. The Parties have previously entered into a Contract for Services with a term expiring September 30, 2014 ("2014 Contract").

G. The Parties wish to extend the 2014 Contract and enter into a new contract for services.

H. The Parties recognize that i) BCHA is a central and experienced clearinghouse for candidates for deed restricted units and that BCHA is capable of monitoring compliance of deed restricted units, ii) the parties are supportive of appropriate modifications of the collection, analysis and presentation of data to better understand and identify the changing or varying needs within the different communities within Blaine County, iii) BCHA maintains the Blaine County Community Housing Guidelines, iv) the Guidelines are based on the needs identified in the Blaine County Needs Assessment, and v) the Guidelines are intended to supplement city and county land use and building codes.

I. Subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement with BCHA providing certain services for the consideration set forth herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Services Received. BCHA agrees to provide the following services to Hailey during the term of this Agreement:

1. Database Management:

- a. Maintain accurate, up-to-date database of qualified applicants for BCHA, ARCH Community Housing Trust, and other jurisdiction managed community housing for low to moderate income households. (BCHA and ARCH to utilize a "universal" application form and single, shared database.) Update application database at least annually on a quarterly rotation to keep database current.
- b. Match buyers and renters to available community housing units managed by BCHA, whether developed privately, by ARCH or by other organizations or governmental entities.
- c. Provide data regarding the applicant database to the County, cities, developers and civic organizations requesting assistance in planning and allocating community housing. Track trends in demographics and preferences based on regular database updates. Fees to cover BCHA staff time for analysis of the requested information may be charged to the City.

2. Asset Management:

- a. Manage the BCHA inventory of for-sale and rental community housing. This includes, but is not limited to: (i) monitoring occupancy to ensure compliance with the applicable BCHA deed covenants at least once each annum, (ii) preserving housing stock by ongoing monitoring and enforcement, and (iii) providing referrals to counseling and consulting services to minimize any loss of community housing owners due to payment problems.
- b. Process Notices of Intent to Sell and Rent in a timely manner to facilitate the earliest feasible sale and rent, as applicable. Work closely with potential buyers of for-sale units from pre-qualification counseling through closing, ensuring understanding of applicable deed covenant and community housing guidelines.
- c. Enter into Notices of Intent to Sell for income and workforce based deed restricted units with applicable developers before a certificate of occupancy is issued for affordable units within a development. The Notices of Intent to Sell will allow the marketing of deed restricted units before the units are available for occupancy with the goal of reducing the period of non-occupancy.

- d. Strengthen deed covenants to ensure highest level of asset management and retention.
- e. Provide special review, consideration and assistance to community home owners facing financial challenges.

3. Communication and Educations Programs:

- a. Be a resource for homebuyer education (coordinate with Idaho Housing and Finance (IHFA) and College of Southern Idaho to provide first-time homebuyer course) and credit counseling. Such programs result in community home applicants who are ready and able to purchase for-sale units.
- b. Provide information to persons in need regarding state and local assistance programs, e.g. rental referrals, tenants' rights, and loan modification and foreclosure prevention counseling.
- c. Communicate regularly with the entire Blaine County community (public at large, press, employers, real estate professionals, mortgage lenders) as well as the applicants and homeowners of Community Homes regarding BCHA programs, expertise, useful information and success stories.
- d. Provide regular (not less often than semi-annual) reports and appearances (not less than annually) before the County and cities regarding status of contract services.
- e. Provide, at least once monthly, online newsletter with current news, tips and information about programs, activities and educational opportunities regarding community housing.
- f. Maintain and update website with current activities, educational and reference information, community home opportunities, and general organizational information.
- g. Update regularly the BCHA Community Housing Guidelines and provide them to jurisdictions served.
- h. Implement a Limited English Proficiency Plan to reach Spanish speaking population.

4. Planning:

- a. Facilitate ongoing planning for community housing by providing information regarding local needs, demographic trends, and development standards to government entities and public/private development entities. Fees to cover BCHA staff time for analysis of the requested information may be charged to the City.

- b. Seek to engage full community participation/feedback in program planning and service quality assurance issues.
 - c. Continue to increase cooperation with Sustain Blaine and other organizations to meet challenges related to affordable housing for the workforce as a necessary component of county-wide sustainable economic development.
 - d. Seek additional tools for funding and development of affordable housing.
5. BCHA will continue to cooperate with and support ARCH Community Housing Trust and other partners who may provide the following services:
- a. Development and construction of new community housing.
 - b. Origination of grant proposals and proposals for designated government funding sources for operations or development.
 - c. Development of strategies for using in-lieu fees for buy-down, acquisition and/or subsidy programs.
 - d. Development of programs with non-profits and other agencies and mortgage lenders to take advantage of foreclosure and bank-owned real estate opportunities.
6. Additional Services:
- a. As may be requested, BCHA shall provide Hailey staff and/or officials with training and education relating to community housing and with information related to best practices regarding community housing and available resources for programs and services related to community housing, assistance with interpretation of the housing needs assessment and guidelines and input on development proposals related to the provision of community housing. In the event BCHA or Hailey request additional services beyond the services described in this Section A, the Parties shall enter into a written agreement setting forth the services to be provided and the compensation for the services.

B. Term. The term of this Agreement shall commence and be effective on the 1st day of October, 2014, and shall terminate on the 30th day of September, 2015. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon ninety (90) days advance written notice to the other for any reason or no reason. In addition, the Parties agree that in the event BCHA fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Hailey shall have the power to terminate this Agreement upon fifteen (15) days' advance written notice to BCHA. Furthermore, this Agreement shall be terminable by Hailey upon five (5) days' advance written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

C. Consideration. In consideration for providing the services described in paragraph A of this Agreement, BCHA shall receive the administrative fee as specified in the income based deed covenants and workforce deed covenants from the proceeds of the sales price at the time of closing. Following the execution of this Agreement, Hailey agrees to require an administrative fee of three percent (3%) of the gross sales price on all income and workforce based deed restricted units at the time of closing. In consideration for providing the services described in paragraph A of this Agreement, Hailey shall pay BCHA Six Hundred Twenty-Five and 00/100's Dollars (\$625.00) per quarter, beginning October 26, 2014, and continuing on the 26th day of the first month of every quarter thereafter for the term of this Agreement. The City of Hailey shall also provide BCHA with bookkeeping services, exceeding no more than an average of 8 hours per month, in approximately twice per month increments, including accounts payable, accounts receivable, payroll, taxes, and monthly financial statements.

D. Miscellaneous Provisions.

A. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

B. Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to the Parties at the following addresses:

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

BCHA
Post Office Box 4045
Ketchum, ID 83340

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

C. Equal Employment Opportunity. BCHA covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

D. Hold Harmless Agreement. Any contractual obligation entered into or assumed by BCHA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of BCHA's obligations pursuant to this Agreement shall be the sole responsibility of BCHA, and BCHA covenants and agrees to indemnify and hold Hailey harmless from any and all claims or causes of action arising out of BCHA's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

E. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

F. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

G. Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

H. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

I. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by a party.

J. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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

L. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

M. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. In the event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to demand that BCHA convey its interest in all Hailey income based deeds, workforce deeds or similar deeds to Hailey. In such an event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to pursue specific performance for the conveyance of BCHA's interest in the income based, workforce or similar deeds.

N. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

O. Authority. Each signatory agrees that he or she has full authority and consent to sign this Agreement.

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

Q. Interpretation. This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and interpreted and enforced under the laws of the State of Idaho. No presumption shall exist in favor of or against any party to this Agreement as the result of drafting and preparing this Agreement. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and years first written above.

BLAINE COUNTY HOUSING AUTHORITY CITY OF HAILEY

By _____
David Patrie
Executive Director

By _____
Fritz X. Haemmerle
Hailey Mayor

ATTEST:

By _____
Hailey City Clerk

The Blaine County Housing Authority's mission is to advocate, promote, plan and preserve the long-term supply of desirable and affordable housing choices in all areas of Blaine County in order to maintain an economically diverse, vibrant, and sustainable community.

AGENDA ITEM SUMMARY

DATE: 09/15/2014

DEPARTMENT:

DEPT. HEAD SIGNATURE:

SUBJECT:

Contract for Services with Hailey Chamber of Commerce

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached contract for service is the same as last year's contract, except that the funds previously identified under Section 3.C, Town Improvements, are now included within Section 3.A, Hailey Business Promotion. The deliverables formerly under Section 3.C remain in place.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

The contract allows \$61,000 to be paid, as is budgeted

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2014-75 authorizing a contract for services with Hailey Chamber of Commerce for the period from October 1, 2014 through September 30, 2015, in the amount of \$61,000.

FOLLOW-UP REMARKS:

*

**CITY OF HAILEY
RESOLUTION NO. 2014-75**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH
HAILEY CHAMBER OF COMMERCE**

WHEREAS, the City of Hailey desires to enter into an agreement with the Hailey Chamber of Commerce (Chamber) under which Chamber will perform economic development services with the City of Hailey utilizing Local Option Tax funds.

WHEREAS, the City of Hailey and Chamber have agreed to the terms and conditions of the Contract for 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 Hailey Chamber of Commerce and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of September, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACT FOR SERVICES

(City of Hailey and the Hailey Chamber of Commerce)

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into this _____ day of September, 2014, by and between the CITY OF HAILEY, an Idaho municipal corporation (hereinafter referred to as "Hailey") and the Hailey Chamber of Commerce, an Idaho non-profit corporation (hereinafter referred to as "Chamber").

RECITALS

A. Hailey is a resort city, as defined by Idaho Code § 50-1044, deriving the major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Hailey for an extended period of time;

B. Hailey has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;

C. The voters of Hailey approved Hailey Ordinance Nos. 950 and 1035, which impose a local option tax ("LOT") pursuant to Idaho Code § 50-1044 through November 30, 2029;

D. Taxes collected pursuant to such ordinances shall be used, among other things, for City promotion, visitor information, special events and economic development;

E. The Chamber has public relations abilities and is experienced in providing advertising and marketing services for the advancement of the trade, commerce, and industry of the tourism-based economy of Hailey;

F. The Chamber desires to create a strong economic climate, to provide tourism marketing and to provide the best possible information and service to Hailey area visitors, all of which are consistent with the purposes and findings of Ordinances Nos. 950 and No. 1035;

G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to provide general information to and encourage tourists to visit Hailey area by means of marketing and promotion and to participate in lawful activities which promote and enhance the trade, commerce and industry of the City. These activities are determined to be ordinary and necessary expenses for the economic well-being of Hailey and its residents and guests;

H. Hailey desires to contract with the Chamber for professional services to provide visitor information and the promotion and marketing of the City, all its businesses and its general business climate, and its special events;

I. The parties acknowledge and agree that all funds paid to the Chamber under this Agreement shall be used to provide services for Hailey for the legitimate public purposes of promoting the Hailey area to attract visitors and businesses, providing information about the

community for the benefit of visitors and businesses, operating a visitor information center, increasing employment opportunities to the residents of Hailey, enhancing special events for residents and visitors and increasing tax revenues; and

J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

AGREEMENT

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

1. Consideration. In consideration for providing the services described herein, Hailey agrees to pay Chamber the maximum sum of SIXTY ONE THOUSAND DOLLARS (\$61,000). Subject to the terms and conditions set forth herein, monthly installments shall be made within the fiscal year on or before November 25, 2014, and continuing on the 25th day of each month thereafter until October 25, 2015.

2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2014, until September 30, 2015.

3. Scope of Services. The Chamber shall provide the following services:

A. Hailey Business Promotion and Special Events Support and Marketing. The Chamber shall provide services to operate, manage, provide and supervise the distribution of visitor information to the general public and provide professional marketing services to promote the Hailey area in accordance with this Agreement. The Chamber shall advertise Hailey businesses in multi-media. The Chamber shall continue to market, promote and advertise for current special events in Hailey, including but not limited to Arborfest, the Fourth of July activities, Northern Rocky Folk Festival, a Professional Bull Riding event, the IMPRA Finals Rodeo, and Trailing of the Sheep. The Chamber shall actively strategize the development of new events and/or the expansion of existing events. The Chamber shall coordinate existing and/or new events between the chambers of commerce in other Blaine County municipalities to avoid scheduling conflicts with different events. (Maximum payment \$39,370)

Action Items:

- i. Press Releases to local and regional publications.
- ii. Social Media postings and event calendar listings.
- iii. Website updates pertaining to events listings and calendaring.
- iv. Continue to improve the content of website and search engine optimization.
- v. Local and regional advertising.
- vi. Hailey Special Events – coordinate with local businesses and City to produce, improve and market local events.
- vii. Develop a multi-media approach to Hailey area marketing.

Reporting items:

- i. Report press communications.
- ii. Number and type of press releases.
- iii. Number and placement of ads.
- iv. List of events supported by the Hailey Chamber.
 - v. Number of attendees of each event held.
 - vi. Number of sponsors.
 - vii. Number of volunteer hours.

B. Visitor Services. The Chamber shall provide literature, advertising, staff, supplies, equipment and support associated with an educational awareness program designed to promote the Hailey area as a destination for visitors. The Chamber shall develop, arrange and pay for the costs of printing, and distribute the literature necessary to promote the Hailey area to visitors. The Chamber shall also travel to and identify and conduct activities and programs encouraging potential visitors to use the Hailey area as a destination. The Chamber shall coordinate its activities in coordination with other visitor promotional entities. The Chamber shall occupy space at the Welcome Center/Visitors Center and provide advertising for Hailey businesses, and brochures, maps and similar promotional materials for Hailey businesses for visitors. The Chamber shall also provide professional relocation and information packets for distribution by mail and other means. The Chamber shall offer information and answer all inquiries from visitors and the general public and shall produce adequate supplies of brochures, pamphlets, fact sheets, and similar materials that can be handed out or mailed, free of charge to the public. (Maximum payment \$21,630)

Action Items:

- i. Maintain relevant Visitors Center hours of operation.
- ii. Provide Hailey City Hall hours of operation schedules.
- iii. Provide access to information through Visitors Center and online resources.
- iv. Provide referrals to Hailey businesses.
 - v. Promote and advertise special rates and discounts offered to visitors
- vi. Produce current visitor informational pieces and relocation packets, including downtown visitor's guide.

Reporting Items:

- i. Costs to maintain Visitors Center.
- ii. Track visitor inquiries,
- iii. Track number of visitors to Visitors Center.
- iv. Track location and distribution volume of brochure distribution points.
- v. Track number of web visitors.

C. Town Improvement. The Chamber shall coordinate the downtown Main Street flower basket program.

Action Items:

- i. Coordinate flower basket placement at businesses and along the light posts with City of Hailey provided drip lines on Main Street within downtown (Walnut to Carbonate).

Reporting Items:

- ii. Location of flower placement.
- iii. Report number of sponsors.
- iv. Report number of volunteer hours.

4. Budget, Annual Work Plan, Reports and Availability of Records.

A. Budget. Within thirty (30) days after the execution of this Agreement, the Chamber shall submit a final operating budget for the Chamber, which is satisfactory to Hailey, for the fiscal year 2014/2015, showing income, expenses and particular fund balances. The operating budget shall contain sufficient information and detail to permit meaningful review by the public.

B. Quarterly Reports. The Chamber shall submit a written quarterly performance report to the Hailey City Council on the services provided hereunder, as well as an accounting of the actual expenditures of Hailey funds in relation to the Budget. In addition, after the submittal of the written report, the Chamber shall present the quarterly performance report to the Hailey City Council at the next regular City Council meeting.

C. Monthly Reports. The Chamber shall provide Hailey a monthly report of a) all written and oral inquiries received, b) all information distributed, c) the Chamber's activities and expenditures related to the LOT, and d) a listing of the vendors providing services and/or materials and the amount of each LOT expenditure during the term of this Agreement, beginning on October 15, 2014, and continuing on the fifteenth business day of every month thereafter until October 15, 2015. The monthly reports shall be submitted to Hailey for the purpose of justifying and receiving monthly payments.

D. Financial Accounting and Reporting Requirements. The Chamber shall submit to Hailey a year-end financial statement which shall be prepared in a format that details the expenditure of Hailey funds paid to the Chamber under the terms of this Agreement. The City may request additional financial information it deems necessary or appropriate to assist the City in verifying the accuracy of the Chamber's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records of the Chamber, including but not limited to checks and check registers, for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, the Chamber shall remit the disallowed amount to Hailey within 30 days of notification by Hailey of such improper expenditures.

E. General Requests. Upon request, and within a reasonable time period, the Chamber shall submit any other information or reports relating to its activities under this Agreement to Hailey in such form and at such time as Hailey may reasonably require.

F. Retention of Records. The Chamber agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials

pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Hailey, at its own expense, may review or audit the financial transactions undertaken by the Chamber under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of the Chamber.

5. Monthly Payments. To receive payments for the services described in paragraphs 3(A),(B) and (C) of this Agreement, the Chamber shall submit the monthly reports described in paragraph 4(C) of this Agreement. The monthly sum to be paid to the Chamber shall not exceed the actual costs described in these reports, and aggregately shall not exceed the contract amount of \$61,000.

6. Record of Funds. In order to insure proper financial accountability, the Chamber shall to the extent possible, comply with Idaho Code § 18-5701, as amended, including but not limited to maintaining accurate records and accounts of all funds received from Hailey, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to the Chamber by Hailey shall be expended solely for operations and activities in conformance with this Agreement. Any funds paid to the Chamber by Hailey expended for salaries shall only be paid to employees at the regularly scheduled payroll payments and shall not be paid as payroll advances. Further, no such funds shall be transferred, spent, loaned or encumbered for other Chamber activities or purposes other than for operations and activities in conformance with this Agreement.

7. Default and Remedies. If either the Chamber or Hailey, after written notice, shall default in the performance or observance of any term, covenant, or condition of this Agreement and if the defaulting party shall not cure or remedy such default with reasonable dispatch within a period not exceeding fifteen (15) days, then the non-defaulting party may pursue any rights it may have by law, statute, ordinance or otherwise, including but not limited to termination of the Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies.

8. Miscellaneous Provisions.

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

City of Hailey	Hailey Chamber of Commerce
115 Main Street So.	P.O. Box 100
Hailey, Idaho 83333	Hailey, Idaho 83333

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

B. Termination. The parties hereto covenant and agree that in the event Hailey, in its sole and absolute discretion, lacks sufficient funds to continue paying for Chamber's services under this Agreement, Hailey may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Chamber shall submit a report of expenditures to Hailey. Any Hailey funds not encumbered for authorized expenditures at the date of termination shall be refunded to Hailey within twenty (20) days.

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

D. Compliance With Laws/Public Records. Chamber, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Chamber of any obligation or responsibility imposed upon Chamber by law. Without limitation, Chamber hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Chamber for Hailey, regardless of physical form or characteristics may be public records pursuant to Idaho Code §§ 9-337 *et seq.* The Chamber further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Chamber shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

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

F. Hold Harmless Agreement. The Chamber shall indemnify, defend and save and hold harmless Hailey, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Hailey funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by the Chamber.

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

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

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

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

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

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

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

N. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.

O. Conflict of Interest. No officer or director of the Chamber who has decision making authority either by himself or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. The Chamber shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

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

CITY OF HAILEY

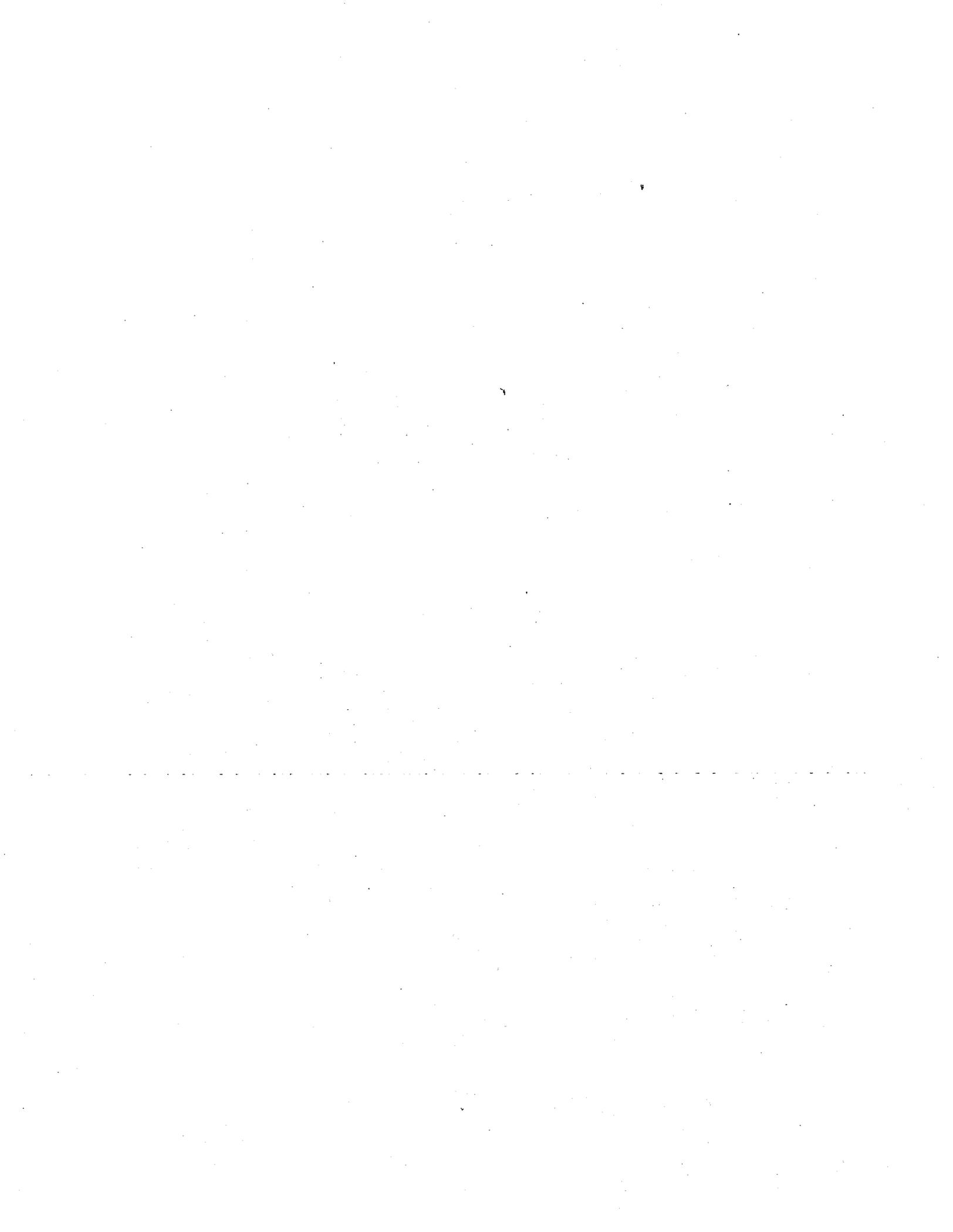
**HAILEY CHAMBER OF
COMMERCE**

Fritz X. Haemmerle, Mayor

President

ATTEST:

Mary Cone, City Clerk



AGENDA ITEM SUMMARY

DATE: 9/15/2014

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: HD

SUBJECT

Renewal of Lease with Hailey Chamber of Commerce for use of Welcome Center.

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

The City of Hailey and the Hailey Chamber of Commerce entered into a lease agreement in February of 2013 for use of the Welcome Center. The partnership between Lessor and Lessee has been very positive, and we recommend renewing the lease with a few minor modifications.

- 1) The Chamber would like to put an ATM on site. See amended language in Paragraph 3, Use of Premise.
- 2) Hailey's computer tech, Roger Parker, recommended both entities would save money if we combined cable service and each paid a percentage of 1 service instead of having two services into the building. See amended language in Paragraph 5.
- 3) The lease assigns the responsibility for keeping the new Wertheimer Park events sign populated with current and relevant information the Lessee. Relevant events are identified in a tiered description. See amended language in Paragraph 8.

The Hailey Chamber of Commerce has reviewed the attached lease, and is prepared for its execution.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

___	City Attorney	___	Clerk / Finance Director	___	Engineer	___	Mayor
___	P & Z Commission	___	Parks & Lands Board	___	Public Works	___	Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2014-76, authorizing lease with Hailey Chamber of Commerce for use of the Welcome Center from October 1, 2014 until September 30, 2105.

FOLLOW UP NOTES:

**CITY OF HAILEY
RESOLUTION NO. 2014-76**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A LEASE WITH HAILEY CHAMBER OF
COMMERCE**

WHEREAS, the City of Hailey desires to enter into a lease agreement with the Hailey Chamber of Commerce (Chamber) under which Chamber will occupy the Welcome Center Building owned by the City of Hailey.

WHEREAS, the City of Hailey and Chamber have agreed to the terms and conditions of the Lease, 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 Lease between the City of Hailey and Hailey Chamber of Commerce and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of September, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

LEASE

(Hailey Chamber of Commerce)

This Lease is made this ____ day of September, 2014, by and between **CITY OF HAILEY**, a municipal corporation ("Lessor") and **HAILEY CHAMBER OF COMMERCE, INC.**, an Idaho non-profit corporation ("Lessee").

RECITALS

- A. The Lessor is a municipal corporation and political subdivision of the State of Idaho. Fritz X. Haemmerle is the duly elected and acting mayor of the City of Hailey. By resolution of the Hailey City Council, the Hailey mayor is authorized to execute this Lease.
- B. The Lessee is a duly organized and operating non-profit corporation in the State of Idaho. Jane Drussel is the duly elected and acting president of the Lessee. The president of the Lessee is authorized to execute this Lease.
- C. Lessor owns real property located at 781 South Main Street, Hailey, Idaho; known as the Welcome Center. The Lessee will lease a portion of the Welcome Center, as depicted on attached **Exhibit "A"** ("Premises").
- D. Pursuant to Idaho Code § 50-1409, the Lessor has authority to lease real property not needed for city purposes, upon such terms as may be just and equitable.
- E. Subject to the terms and conditions set forth herein, Lessor is willing and agrees to lease the Premises to Lessee and Lessee is willing and agrees to lease the Premises from Lessor.

AGREEMENT

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

- 1. Lease Term.** The term of this Lease shall commence on October 1, 2014 ("Commencement Date") and expire, unless sooner terminated, at midnight on September 31, 2015 ("Lease Term"). Lessee shall be entitled to possession of the Premises from and after the Commencement Date.
- 2. Rent.** Lessee shall pay to Lessor as minimum rent for the Premises, in advance on the first day of the Lease Term, without offset or deduction, the sum of One Dollar (\$1.00) per year.
- 3. Use of Premises.** The Lessee may use the Premises for purposes which advance the commercial, financial, travel, tourism, industrial, civic and social interests of the City of Hailey. Lessee shall operate and use the Premises in a safe, reasonable and prudent manner, and offer information about the City of Hailey to the public during the Lease Term. To the extent

economically feasible, Lessee shall occupy and use the Premises on a full-time, continuous and year-round basis during the Lease Term. Lessee shall use its best efforts to offer affordable information to the public, provided, however, that Lessee shall be entitled to charge usage fees to cover the costs of overhead of the Premises. Lessee may use the premise or its exterior for an Automatic Teller Machine (ATM), and Lessee shall be fully responsible for the security and operations of the ATM. Lessee and its guests, invitees, employees and agents may use the parking area adjacent to the Premises, which may be regulated by Lessor so that parking may be restricted or used exclusively by users other than users of the Premises, in whole or in part, during times of use of the adjacent multi-use arena or skate park (e.g., Fourth of July Rodeo); provided such restrictions shall be communicated to Lessee not less than thirty (30) days in advance of any event and shall be designed so as not to significantly impact the operations of Lessee's operations. Lessee acknowledges that the parking area adjacent to the Premises shall be unavailable for approximately one week each year in conjunction with the Fourth of July rodeo event. Lessee shall not do nor permit anything to be done in or about the Premises or bring or keep anything in the Premises that will in any way increase the rate of fire insurance upon the building in which the Premises are situated or permit the emission of any objectionable noise or odor. Lessee shall not perform any acts or carry on any practices that may injure the Premises or the building of which the Premises form a part.

4. Security Deposit. Lessee shall pay as a security deposit the sum of one thousand and no/100 Dollars (\$1,000.00) ("Security Deposit"), receipt of which is hereby acknowledged, to be held by Lessor as security for the faithful performance by Lessee of all the terms, covenants and conditions of this Lease to be kept and performed by Lessee during the Lease Term. This deposit does not limit Lessor's rights or Lessee's obligations. Lessee understands that all or a portion of the deposit may be retained by Lessor upon termination of the tenancy and that a refund of any portion of the deposit to the Lessee is conditioned on the following:

- a) Lessee shall clean and restore the Premises to its condition at the commencement of this Lease, less normal wear and tear.
- b) Lessee shall have remedied or repaired any damage to the Premises to Lessor's satisfaction.
- c) Lessee shall have complied with all of the provisions of this Lease and with such other rules and regulations as the Lessor may deem necessary.

If Lessee defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent and any of the monetary sums due herewith, Lessor may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any other amount which Lessor may spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of the Security Deposit is so used or applied, Lessee shall, within ten (10) days after written demand therefor, deposit cash with Lessor in an amount sufficient to restore the Security Deposit to its original amount. Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep this Security Deposit separate from his general funds, and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and

faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Lessee (or at Lessor's option, to the last assignee of Lessee's interests hereunder) at the expiration of the Lease, and after Lessee has vacated the Premises.

5. **Utilities.** Lessee shall pay Lessor 25% of charges for electricity, gas, water, security/alarm system, sewer, and trash, rendered or supplied upon or in connection with the Premises. Lessee shall pay Lessor 75% of charges for cable utility service. The Lessor shall forward the utility charges to the Lessee and the Lessee shall pay Lessor its share of utility charges within 30 days of the receipt of the utility charges. Lessee shall enter into its own direct contracts for ~~cable and~~ phone utilities service, and shall be solely responsible for 100% of the costs directly associated with those utility expenses and shall indemnify the Lessor against any liability or damages on such account.

6. **Insurance.**

a) **Liability Insurance Requirements.** The Lessee shall maintain in full force and effect, at its sole cost and expense, during the Lease Term, or holding over period, comprehensive liability insurance, including public liability, property damage and contractual liabilities of the Lessee, written by a responsible insurance company licensed to do business in Idaho, for the purpose of protecting Lessor against liability for loss or damage, for bodily injury, property damage, personal injury, death, and errors and omissions, relating to the use of the Premises. Such policy shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less than \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of Lessor are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Section 6-901 et seq.*).

b) **Workerman's Compensation and Unemployment Insurance.** Lessee shall secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho during the Lease Term.

c) **Fire and Casualty Insurance.** During the Lease Term, Lessor shall provide and maintain fire and casualty coverage insurance for the Premises. Lessee shall reimburse Lessor for the annual cost of such insurance covering the Premises, which the parties agree is \$67.50, which is approximately 25% of the costs of such insurance for the Welcome Center. Lessee shall pay Lessor cost of such insurance on or before the Commencement Date. The cost of such insurance shall be considered additional rent. In the event the Premises are partially or totally destroyed or damaged by fire or other casualty covered by the Lessor's insurance, the Lessee shall pay Lessor any deductible then due under the Lessor's insurance policy within thirty (30) days of receipt of the bill for the deductible.

d) **Waiver of Subrogation Rights.** No party shall have the right or claim against the Lessor for any losses, damages or injury, including losses, damages or injury to property or persons, including death, and for any loss of use or business interruption, occurring

on the Premises (whether caused by the negligence or other fault of the Lessor or the Lessee or their respective agents, employees, subtenants, licensees or assignees or whether caused by negligence or the conditions of the Premises or any part thereof) by way of subrogation or assignment. The Lessee hereby waives and relinquishes any such right. The Lessee shall request Lessee's insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the Lessor and provide a certificate of insurance verifying this waiver.

e) Form and Delivery of Policies. The Lessee's certificates of insurance shall name Lessor and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Lessee under this Lease. All insurance required by this Paragraph 6 shall be in a form and with companies satisfactory to Lessor and shall provide that it shall not be subject to cancellation, suspension, amendment or termination except after at least thirty (30) days' prior written notice to Lessor. The policy or policies, or duly executed certificates for them, shall be deposited with Lessor within fifteen (15) days after the day on which the Lease Term commences and, upon renewal of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage.

7. Maintenance and Repairs.

a) Lessee's Obligations. Lessee shall, at its sole cost and expense, keep and maintain the interior of the Premises (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair, remove all rubbish and refuse therefrom, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken, during the Lease Term. If, after thirty (30) days written notice, Lessee fails to maintain the interior of the Premises in accordance with this paragraph or commence such work, Lessor may make or cause such repairs to be made and Lessee shall immediately pay Lessor for the costs of such maintenance.

b) Lessor's Obligations. Lessor shall, at its sole cost and expense, keep and maintain the restrooms within the Welcome Center, the remainder of the Welcome Center not comprising the Premises, and the public grounds adjacent to the Welcome Center in good order, condition and repair, and remove all snow, rubbish and refuse therefrom, in accordance with the Lessor's policies in effect at the time of removal.

8. Maintenance of Information Displayed on Werthheimer Park Sign. Lessee shall, at its sole cost and expense, maintain current and accurate event information upon the Werthheimer Park sign located at the vehicular entrance to the Premise. Events shall be displayed in the following order of priority: 1) events to occur at the Werthheimer Park, 2) events of regional interest to occur within the City of Hailey, 3) events of community interest to occur within the City of Hailey, and 4) events of community interest to occur within the facilities of the Blaine County School District.

9. Alterations and Improvements.

a) Conditions for Alterations. Lessee shall have the right to make changes, alterations or additions to the Premises only on the following conditions:

(i) No change, alteration or addition shall at any time be made which shall impair the structural soundness or diminish the value of the Premises.

(ii) No change, alteration or addition impacting the exterior or impacting the use or function of the interior shall be made without the prior written consent of the Lessor, such consent not to be unreasonably withheld.

(iii) No change, alteration or addition shall be undertaken until the Lessee shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.

(iv) All work done in connection with any change, alteration or addition shall be done in accordance with the Lessor's consent, in a good and workmanlike manner and in compliance with the building and zoning laws, and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, and the appropriate departments, commissions, boards and officers thereof, and in accordance with the orders, rules and regulations of the board of fire underwriters or any other body now or hereafter constituted exercising similar functions, and the Lessee shall procure certificates of occupancy and other certificates required by law.

(v) At all times when any change, alteration or addition is in progress, there shall be maintained, at Lessee's expense, workman's compensation insurance in accordance with law covering all persons employed in connection with the change, alteration or addition, and general liability insurance for the mutual benefit of the Lessee and the Lessor expressly covering the additional hazards due to the change, alteration or addition.

b) Expiration of Lease Term. All alterations, improvements, additions or fixtures, including trade fixtures, annexed or affixed to the Premises, including the floors, walls or ceilings, which cannot be removed without further damage to the Premises, shall be the property of Lessor at the end or sooner termination of the Lease Term, and surrendered with the Premises as a part of the Premises, without disturbance, molestation, or injury. However, if any of the alterations, improvements, additions, or fixtures, including trade fixtures, can be removed without damage to the Premises, these improvements shall be the property of the Lessee, so long as the Premises are in the same condition, except for normal wear and tear, as found at the beginning of the Lease Term. Notwithstanding any provision in this Lease to the contrary, any floor covering that is cemented or otherwise affixed or annexed to the floor of the Premises shall become the property of Lessor at the end or sooner termination of the Lease Term.

c) Lien. Lessee shall pay, when due, all sums of money that may become due or purportedly due for any labor, services, materials, supplies or equipment alleged to have been furnished or to be furnished to or for Lessee in, at, upon, or about the Premises and which may be secured by any mechanic's, materialmen's or other lien against the Premises or Lessor's

interest in the Premises, and Lessee shall cause each such lien to be fully discharged and released at the time performance of the obligations secured matures or becomes due. Lessee shall indemnify, defend and hold Lessor harmless against liability for any liens, claims or expenses, including attorney's fees, which may arise as a result of any work on the Premises, which indemnification shall survive the termination or expiration of this Lease.

10. Damage or Destruction.

a) Lessor's Obligation if Fully Insured. If the Premises are partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenantable and the Premises are fully insured and covered under full standard extended risk insurance, the Premises shall be repaired or rebuilt as speedily as possible at the expense of Lessor with the insurance proceeds. Should there be a substantial interference with Lessee's activities due to such damage or destruction, the parties agree that there shall not be any abatement of rent while the Premises are repaired or rebuilt.

b) Lessor's Obligation if Not Fully Insured. If the Premises are partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenantable but the Premises are not fully insured and covered under full standard extended risk insurance, Lessor may, in its sole discretion, either rebuild or put the Premises in good condition and fit for occupancy within a reasonable time after such destruction or damage, or it may give notice terminating this Lease as of a date not later than sixty (60) days after such damage or destruction. If Lessor elects to repair or rebuild the Premises, it shall, within sixty (60) days after such damage or destruction, give Lessee notice of its intention to repair or rebuild and then shall proceed to make the repairs or to rebuild within a reasonable time after such damage or destruction. Unless Lessor elects to terminate this Lease, this Lease shall remain in full force and effect and the parties waive any provision of any law to the contrary. However, if Lessee is prevented from using any portion or all of the Premises during such period, the parties agree that there shall not be any abatement of rent while the Premises are repaired or rebuilt.

c) Lessor's and Lessee's Work if Premises Rebuilt. If Lessor should elect or be obligated to repair or rebuild because of any damage or destruction, Lessor's obligation shall be limited to the basic building and interior work as it existed at the commencement of the Lease Term. Lessee shall fully repair or replace all fixtures, exterior signs, equipment and other installations not covered by insurance.

11. Default and Remedies

a) Event of Default Defined. Each of the following shall be deemed a material default and breach or Event of Default:

(i) if Lessee shall, after written notice, default in the payment of rent or any other sum due under this Lease for thirty (30) days after written notice of failure to do so;

(ii) if Lessee, after written notice, shall default in the performance or observance of any other term, covenant, or condition of this Lease and shall not cure or remedy such default with reasonable dispatch within a period not exceeding thirty (30) days, unless said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied diligently within such thirty (30) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default;

(iii) vacating or abandonment of the Premises;

(iv) if Lessee's interest, or any part of his interest, in this Lease be assigned or transferred, either voluntarily or by operation of law, without Lessor's consent;

(v) the filing or execution or occurrence of:

(1) a petition or other proceeding by or against Lessee for, or the appointment of, a trustee, receiver, guardian, conservator, or liquidator of Lessee with respect to all or substantially all of his property, except a receiver appointed at the instance or request of Lessor;

(2) a petition or other proceeding by or against Lessee for its dissolution or liquidation, or the taking of possession of the property of Lessee by any governmental authority in connection with dissolution or liquidation; or

(3) the taking by any person of the leasehold created hereby or any part thereof upon execution, attachment or other process of law or equity.

(vi) if Lessee, after written notice, fails to take action to remove a lien against the Premises for ten (10) days. In the event, Lessee is aware of any lien filed against the Premises, Lessee shall immediately notify Lessor in writing of the existence of the lien.

Notwithstanding anything to the contrary contained in the foregoing default clauses, the parties hereto agree that if the Lessee shall have defaulted in the performance of any (but not necessarily the same) term or condition of this Lease for three or more times during any twelve month period during the term hereof, then such conduct shall, at the election of the Lessor, represent a separate event of default which cannot be cured by the Lessee. Lessee acknowledges that the purpose of this provision is to prevent repetitive defaults by the Lessee under the Lease which work a hardship upon the Lessor and deprive the Lessor of the timely performance by the Lessee hereunder.

b) Lessor's Remedies. Upon occurrence of any Event of Default, Lessor may, at its option without any further demand or notice, in addition to any other remedy or right given hereunder or by law, do any of the following:

(i) Continuation of Lease. Lessor may elect to maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Lessee's right to possession, irrespective of whether Lessee shall have abandoned the premises. In the event Lessor elects not to terminate the lease, Lessor shall have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as Lessor deems reasonable and necessary without being deemed to have elected to terminate the Lease including removal of all persons and property of Lessee from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new Lessee taking possession of the Premises. Notwithstanding that Lessor fails to elect to terminate the Lease initially, Lessor at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default by Lessee.

(ii) Termination of Lease. Lessor may elect to declare this Lease terminated, in which event the Lessor may terminate the Lessee's right to possession by any lawful means, the Lease shall terminate and the Lessee shall immediately surrender possession of the Premises to the Lessor. Upon any such re-entry, Lessor shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Lessor in its sole discretion deems reasonable and necessary.

All rights and remedies of Lessor hereunder shall not be exclusive but shall be cumulative. Any such re-entry or taking of possession of the Premises or property thereon shall be allowed by Lessee without hindrance, and Lessor shall not be liable in damages for any such re-entry or such taking of possession. Re-entry or taking of possession shall not be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee.

c) Payment of Expenses Incurred to Cure Defaults by Lessee: In the event of Lessee's breach or default of any covenant in this Lease, Lessor may at any time, after notice to Lessee in the manner required by Paragraph 16 of this Lease, cure such breach or default for the account and at the expense of Lessee. If Lessor at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceedings to enforce Lessor's rights under this Lease or otherwise, the sum or sums so paid by Lessor, with all interest, costs and damages, shall be deemed to be additional rent under this Lease and shall be due from Lessee to Lessor on the first day of the month following the incurring of such expenses.

d) Waiver. A waiver of any breach or default shall not be a waiver of any other breach or default. Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent similar act by Lessee.

12. **Assignment and Subletting.** Lessee shall not assign, mortgage or hypothecate this Lease, or any interest in this Lease, or permit the use of the Premises, in whole or in part, by any person or persons other than Lessee, without the prior written consent of the Lessor, in the sole discretion of Lessor. Thereafter and for any other potential subtenant, Lessee may only sublet the Premises or any part thereof upon the prior written approval by the Lessor, in the sole discretion of Lessor, of the prospective sublessee; however, Lessee shall remain primarily liable for the obligations arising from this Lease. For the purposes of this paragraph, sublet shall mean a long term lease between the Lessee and a sublessee, not an agreement to use a portion of the Premises for a limited time such as the use of ice time.

13. **Lessor's Access to Premises.** Lessor and its designees shall have the right to enter the Premises at all reasonable hours, and in emergencies at all times, (a) to inspect the Premises, (b) to make repairs, additions or alterations to the Premises or the building of which the Premises form a part, and (c) for any lawful purpose.

14. **Holding Over.**

a) **Effect of Holding Over.** If Lessee should remain in possession of the Premises after the expiration of the Lease Term, with the consent of Lessor and without executing a new Lease, then such holding over shall be construed as tenancy at will, subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a tenancy at will.

b) **Obligations of Lessee on Surrender.** On the last day or sooner termination of the Lease Term, Lessee shall quit and surrender the Premises, broom clean, in good condition and repair (reasonable wear and tear, and damage by act of God excepted), subject to the requirements of Paragraph 7 of this Lease, together with all alterations, additions, and improvements that may have been made in, to, or on the Premises, except attached fixtures which have been removed without damage to the Premises, moveable furniture and unattached movable trade fixtures, all of which were put in at Lessee's expense. Lessee shall ascertain from Lessor within thirty (30) days before the end of the Lease Term, whether Lessor desires to have the Premises or any part of the Premises restored to the condition the Premises were in when delivered to Lessee, and if Lessor shall so desire, then Lessee shall so restore the Premises or such part of the Premises before the end of the Lease Term, at Lessee's sole cost and expense. On or before the end of the Lease Term, Lessee shall remove all of Lessee's property from the Premises, and all property not removed shall be deemed abandoned by Lessee. On or before the end of the Lease Term, Lessee shall deliver all of the operating manuals of all the equipment, heating and air conditioning systems, refrigeration systems and all other mechanical systems on the Premises. If the Premises are not surrendered at the end of the Lease Term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in surrendering the Premises, including, without limitation, any claims made by any succeeding Lessee based on the delay.

15. **Representations.** The Lessee acknowledges and agrees that Lessee has been informed and understands that the Lessor makes no representations or warranties to the Lessee of any kind or nature, directly or indirectly, express or implied, as to any matter whatsoever, with

regard to the Premises, its durability, fitness for a particular purpose, merchantability, condition, profitability and/or quality. Furthermore, the Lessee acknowledges that the Lessor and the Lessor's agents have made no representations of any material fact concerning the Premises, that the Lessee has had an adequate opportunity to inspect and investigate the Premises, that the Lessee has made a thorough independent examination and inspection of the Premises, that the Lessee is relying solely on that examination and inspection, and that the Lessee is acquiring possession of the Premises "AS IS." The Lessee's acceptance of possession of the premises shall constitute the Lessee's acknowledgment that the Premises are in good and tenantable condition.

16. Exculpatory Clauses.

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

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

c) Indemnification and Hold Harmless. Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all claims, including mechanic's and materialman's liens, by or on behalf of any person(s), firm(s) or corporation(s), arising from the conduct or management of the operations conducted by the Lessee or arising out of any act or omission of Lessee, its contractors, licensees, agents, servants or employees, or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Premises or any part thereof, and the walkways adjoining the Premises and from and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

17. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations under this Lease by either party or the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed to the Lessor at:

City of Hailey.
115 Main Street So.

Suite H
Hailey, ID 83333

or to the Lessee at: Hailey Chamber of Commerce, Inc.
PO Box 100
Hailey, ID 83333

or to such other address as Lessor or Lessee may from time to time designate by notice to the other, which shall then become a new address of the party who shall give such notice. Unless otherwise specifically provided for herein, notices given pursuant to the terms of this Lease shall be deemed received on the date sent.

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

19. LEED Certification. The Lessor and Lessee acknowledge that Lessor received LEED certification and Lessor wishes to maintain that LEED certification. To maintain that certification, the Lessee shall i) prohibit smoking within the building and 25 feet of any exterior entrance to the building, ii) use the preferred parking space, directly to the east of the Welcome Center which shall be limited to low emitting and fuel efficient vehicles (full electric, hybrid and biodiesel vehicles only) belonging to occupants or visitors of the Welcome Center, iii) recycle any and all commodities which are recycled by the solid waste franchise holder within Hailey, iv) operate HVAC and system controls within the programmed temperature ranges, determined by the Lessor and Lessee, v) use natural ventilation instead of air conditioning whenever possible, ensuring that all windows and doors remain closed, provided that when the Welcome Center is unoccupied and when an event, including but not limited to a rodeo, produces smoke, odors, dust or dirt that may enter the building through an open door or window as a result of its close proximity to the arena, the windows and doors shall remain closed, vi) use only products that have been certified by Green Seal's GS-42, Green Seal Environmental Standard for Cleaning Services (see list of products listed at <http://www.greenseal.org/findgreensealproductsandservices.aspx>), vii) participate in a building occupant survey regarding lighting and temperature controls and review operation of these controls within 10 month of occupancy, and viii) enter and exit through the single door, located on the eastern end of the south side of the Welcome Center, not through the wooden doors (the wooden doors should be utilized for Welcome Center visitors).

To maintain the LEED certification, the Lessor shall i) replace exterior LED and interior LED track lights with equivalent wattage LED lights, and ii) replace interior fluorescent, low mercury, linear tube lights, with equivalent wattage low mercury bulbs (mercury content not to exceed an average mercury content of 45.18 picograms per lumen).

20. Exhibit Space and Meeting Room. Lessor and Lessor acknowledge that historic and interpretative exhibits will be placed within the Welcome Center, shown as the "Exhibit Space" on **Exhibit "A."** During Lessee's hours of operation, Lessee shall, to the extent possible, maintain a secure environment in the Exhibit Space. During Lessee's hours of non-operation, Lessee shall activate alarm system, and shall keep confidential to Lessee alarm codes. In the event of any damage to or theft of an exhibit, Lessee shall immediately report the damage or theft to the Lessor. In addition, Lessor and Lessee acknowledge that Lessee will have non-exclusive access to the Meeting Room, as shown on **Exhibit "A."** In the event of a conflict in the use of the Meeting Room between Lessor and Lessee, Lessor shall have priority to use the Meeting Room.

21. Miscellaneous Provisions.

a) Construction. Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural. The masculine gender shall include the feminine and neuter genders. The word "person" shall include corporation, firm or association. This Lease or any section thereof shall not be construed against any party due to the fact that the Lease or any section thereof was drafted by a particular party.

b) Title and Captions. The headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

c) Final Agreement. This instrument contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any manner other than by an agreement in writing signed by all parties to this Lease or their respective successors in interest.

d) Time of Essence. Time is of the essence of each term and provision of this Lease.

e) All Required Payments are Additional Rent. Except as otherwise expressly stated, each payment required to be made by Lessee shall be in addition to and not in substitution for other payments to be made by Lessee and shall be additional rent.

f) Successors and Assigns. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

g) Governing Law. This Lease, the rights, privileges, interests, and immunities of the parties, the obligations, duties, and performances of the parties, the enforcement of this Lease and the several covenants, conditions and agreements hereof and any and all disputes that may arise between the parties shall be governed exclusively by the provisions of this Lease and by the laws of the State of Idaho.

h) Severability. The invalidity or illegality of any provision shall not affect the remainder of this Lease.

i) Attorney's Fees. In the event that either party hereto has to retain counsel for the purpose of enforcing any of the rights, duties or obligations arising out of or relating to this Lease, the non-prevailing party shall pay to the prevailing party the latter's reasonable attorney's fees and costs, whether or not litigation is actually instituted, and including attorney's fees and costs on appeal and bankruptcy.

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

k) Execution of Necessary Instruments. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this Lease.

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

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

Dated this _____ day of September, 2014.

LESSOR:

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

By: _____
Mary Cone, City Clerk

By: _____
Fritz X. Haemmerle, Mayor

LESSEE:

HAILEY CHAMBER OF COMMERCE
INC., an Idaho non-profit corporation

By: _____
Jane Drussel, its President

AGENDA ITEM SUMMARY

DATE: 09/15/14

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: MP

SUBJECT

Renewal of Agreement with BCRD for Lions Park for the purpose of a Nordic ski area.

*w/ Resolution
2014-77*

AUTHORITY: ID Code IAR _____ City Ordinance No. 840

BACKGROUND:

BCRD's agreement with the city for use of Lions Park expired last April. BCRD has not proposed any changes to the attached agreement. They are requesting another 2 year lease that would be in effect during the 2014-2015 and 2015-2016 ski seasons.

A few of the attached Exhibits need to be updated. At the time of this summary, staff is working with BCRD to receive those. Attached are the exhibits from the previous agreement.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

City Attorney Clerk / Finance Director _____ Engineer _____ Mayor
_____ P & Z Commission _____ Parks & Lands Board Public Works _____ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discuss and authorize the Mayor to sign the agreement with BCRD, contingent on the city receiving updated Exhibits. *w/ Resolution 2014-77*

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2014-77**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE BLAINE
COUNTY RECREATION DISTRICT AND THE SUN VALLEY SKI EDUCATION
FOUNDATION, INC. FOR USE OF REAL PROPERTY OR AN INTEREST IN REAL
PROPERTY LOCATED ON OR ADJACENT TO LIONS PARK.**

WHEREAS, pursuant to Idaho Code § 50-1409, the City of Hailey may lease real property not needed for city purposes upon such terms as may be just and equitable, provided, that the city council, upon a vote of one half (1/2) plus one (1) of the members of the full council, may set apart portions of the public parks, playgrounds or other grounds to be used from time to time for athletic contests, golf links, agricultural exhibits, ball parks, fairs, rodeos, swimming pools and other amusements, and may, upon a vote of one half (1/2) plus one (1) of the members of the full council, make and enter into a contract with organizations and associations necessary and proper to carry out the purposes of this provision, in which case the city shall not be liable for any damage by reason of any accident occurring on the parks and lands set apart for such purposes, except for gross negligence on the part of the city or its officers or agents.

WHEREAS, the City of Hailey, the Blaine County Recreation District and the Sun Valley Ski Education Foundation, Inc. have agreed to the terms and conditions of the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITYCOUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the attached Agreement and that the Hailey Mayor is authorized to execute the attached Agreement.

Passed this 15th day of September, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into as of the date of the last signature hereto, by and among **the City of Hailey**, hereinafter referred to as "Owner;" the **BLAINE COUNTY RECREATION DISTRICT**, hereinafter referred to as "BCRD;" and, for the purposes of paragraphs 7, 8 and 13 of this Agreement only, **SUN VALLEY SKI EDUCATION FOUNDATION, INC.**, an Idaho non-profit corporation, hereinafter referred to as "SVSEF." Owner and BCRD are sometimes hereinafter referred to individually as a "party" and collectively as the "parties."

RECITALS

- A. Owner is the owner and operator of certain Property located in Blaine County, Idaho, adjacent to the City of Hailey (the "Property").
- B. BCRD is an Idaho recreational district formed in 1976 by the voters of Blaine County, Idaho and provides and oversees recreational facilities and activities for the citizens of and visitors to Blaine County, Idaho.
- C. BCRD has developed and, during the winter seasons, maintains and operates a Nordic ski trail system throughout the Wood River Valley known as the North Valley Trail System ("NVTS").
- D. BCRD desires to develop, maintain and operate as a part of the NVTS a Nordic ski trail system ("Croy Nordic") on portions of the Property during the 2014-2015 and 2015-2016 winter ski seasons. Owner is willing to grant to BCRD, without charge and as a public benefit, the right to use those portions of the Property for such purposes on the terms and conditions hereinafter set forth.
- E. BCRD intends to authorize SVSEF to access the Premises and utilize Croy Nordic for its Nordic ski programs, events and instructional activities, which is acceptable to Owner subject to the indemnification and insurance provisions of paragraphs 7 and 8 herein below.

TERMS AND CONDITIONS

IT IS THEREFORE AGREED AS FOLLOWS:

1. The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference.
2. Owner hereby grants to BCRD the right to use, from September 1, 2014 through and including April 15, 2015, and thereafter, from September 1, 2015 through and including April 15, 2016, for the specific purposes set forth in this Agreement, those portions of the Property depicted on Exhibit A to this Agreement ("Premises"). BCRD shall not use any other portion of the Property during the term of this Agreement, including, but not limited to, those areas marked as "Area Closed" on **Exhibit A**.
3. BCRD shall use the Premises solely for the purpose of developing, maintaining and operating Croy Nordic and related youth and beginner winter recreation activities as a part of the NVTS. The location on the Premises of the Croy Nordic ski trails shall be determined by BCRD subject to the approval of Owner. A management plan describing the proposed location of the trails at Croy Nordic, fees to be charged for the use thereof and other relevant aspects of the Croy Nordic operation has been approved by Owner and a copy is attached as **Exhibit B** to this Agreement.
4. BCRD shall have the right to place on the Premises during this Agreement at a location to be approved by Owner a modular building, approximately sixty (60) feet in length by twelve (12) feet in

width to be used as a warming facility for the users of Croy Nordic, and not more than two portable toilets. In addition, the BCRD shall have the right to place on the Premises during this agreement at a location approved by Owner a temporary yurt no more than 30 foot in diameter and a dumpster. As soon as the snow has melted from the Premises, BCRD shall pick up and remove any abandoned ski equipment, trash or other debris left by BCRD, SVSEF, or the public users of Croy Nordic.

5. The sole public access points to the Premises shall be the main entrance to Lion's Park from Croy Canyon Road and a path from the Wood River Land Trust property to the south of Lion's Park.

6. BCRD, with the consent and approval of Owner, has applied and received a conditional use permit (the "CUP") with Blaine County for the operation of Croy Nordic in an R-5 Zoning District. This Agreement is subject to and conditioned upon the CUP and a copy of the approved CUP is attached hereto as **Exhibit C**. BCRD shall comply with all of the terms and conditions of the CUP during this Agreement.

7. BCRD and SVSEF each separately agrees to indemnify and hold Owner harmless from all claims, causes of action, damages, losses, liabilities and expenses resulting from, or in any way connected with, any use or activity undertaken, sanctioned, or authorized on the Property and/or the Premises by BCRD or SVSEF, respectively. Without limiting the foregoing, the provisions of this paragraph shall include all claims and causes of action relating to or brought as a result of the following:

(a) Personal injury or death to any person or injury to property resulting or arising from any vehicles, equipment, personal property or improvements operating, installed, maintained or used on the Premises.

(b) By reason of any work performed on, or materials furnished to, the Premises.

8. SVSEF agrees, during the term of this Agreement, to carry and maintain a comprehensive public liability policy of insurance covering the Property, placed with a company licensed to do business in the State of Idaho having a rating of B+ or better in the current AM Best Insurance Guide. Said liability insurance shall have a combined single limit coverage of not less than \$1,000,000 for bodily injury, death, and property damage arising out of, or in any way connected with, the use or occupancy of the Premises, and all activities conducted on the Property, including the Premises, by SVSEF, their agents, employees, contractors, invites and all other persons or entities who may be on the Property with the consent, sanction, or authorization of SVSEF. SVSEF shall include Owner as an additional named insured on their liability insurance policy and shall provide that said policy may not be terminated or modified without at least 30 days prior written notice to Owner.

BCRD agrees, during the term of this Agreement, to carry and maintain a comprehensive public liability policy of insurance covering the Property, with a combined single limit coverage of not less than \$500,000, pursuant to Title 6, Chapter 9 of the Idaho Code, for bodily injury, death, and property damage arising out of, or in any way connected with, the use or occupancy of the Premises, and all activities conducted on the Property, including the Premises, by BCRD, their agents, employees, contractors, invites and all other persons or entities who may be on the Property with the consent, sanction, or authorization of BCRD. BCRD shall name Owner LLC as a Certificate Holder on their liability insurance policy and shall provide that said policy may not be terminated or modified without at least 30 days prior written notice to Owner. In the event of any modification, Owners shall have the right to terminate this Agreement immediately with no further obligations hereunder.

Promptly after execution of this Agreement, BCRD shall fax Owner a copy of their respective policy or policies of liability insurance evidencing the insurance coverage required in this paragraph, or a

certificate of said insurance in a form acceptable to Owner. SVSEF certificate is attached as **Exhibit D**.

9. The failure by BCRD to observe and perform any provision of this Agreement or the management plan approved by Owner to be observed or performed by BCRD, where such failure continues for fifteen (15) days after written notice thereof from Owner, shall constitute a default of this Agreement by BCRD. However, if the nature of such default is such that the same cannot with due diligence be cured within said period, BCRD shall not be deemed to be in default if it shall within said period, commence such curing and thereafter diligently prosecute the same to completion. In the event of any default by BCRD, then in addition to any and all other remedies available to Owner at law or in equity, Owner shall have the right to immediately terminate this Agreement and all rights of BCRD hereunder by giving written notice to BCRD of its election to do so:

10. BCRD will have the right to utilize, during the term of this agreement, a section of the Lions Park parking area for parking access to the Nordic trailhead as designated in attached **Exhibit E**. BCRD will maintain and design this parking space with the consent and approval of Owner.

12. At any time and from time to time, within thirty (30) days after notice of request by Owner, BCRD shall execute, acknowledge and deliver to Owner, or to such other recipients as the notice shall direct, a statement certifying that this Agreement is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent and other charges have been paid in advance, and any other information relating to the status of this Agreement requested by Owner.

13. BCRD and SVSEF may not assign this Agreement, or any obligation hereunder, to any third party without the prior written consent of Owner.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set forth below.

Dated this _____ day of _____, 2014.

“OWNER”

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

By: _____
Mary Cone, City Clerk

By: _____
Fritz X. Haemmerle, Mayor

“BCRD”

BLAINE COUNTY RECREATION DISTRICT, an Idaho
recreation district

Date: _____

By: _____

Jim Keating
Executive Director

FOR THE PURPOSES OF PARAGRAPH 7, 8, 13 ONLY:

“SVSEF”

SUN VALLEY SKI EDUCATION FOUNDATION, INC.,
an Idaho non-profit corporation

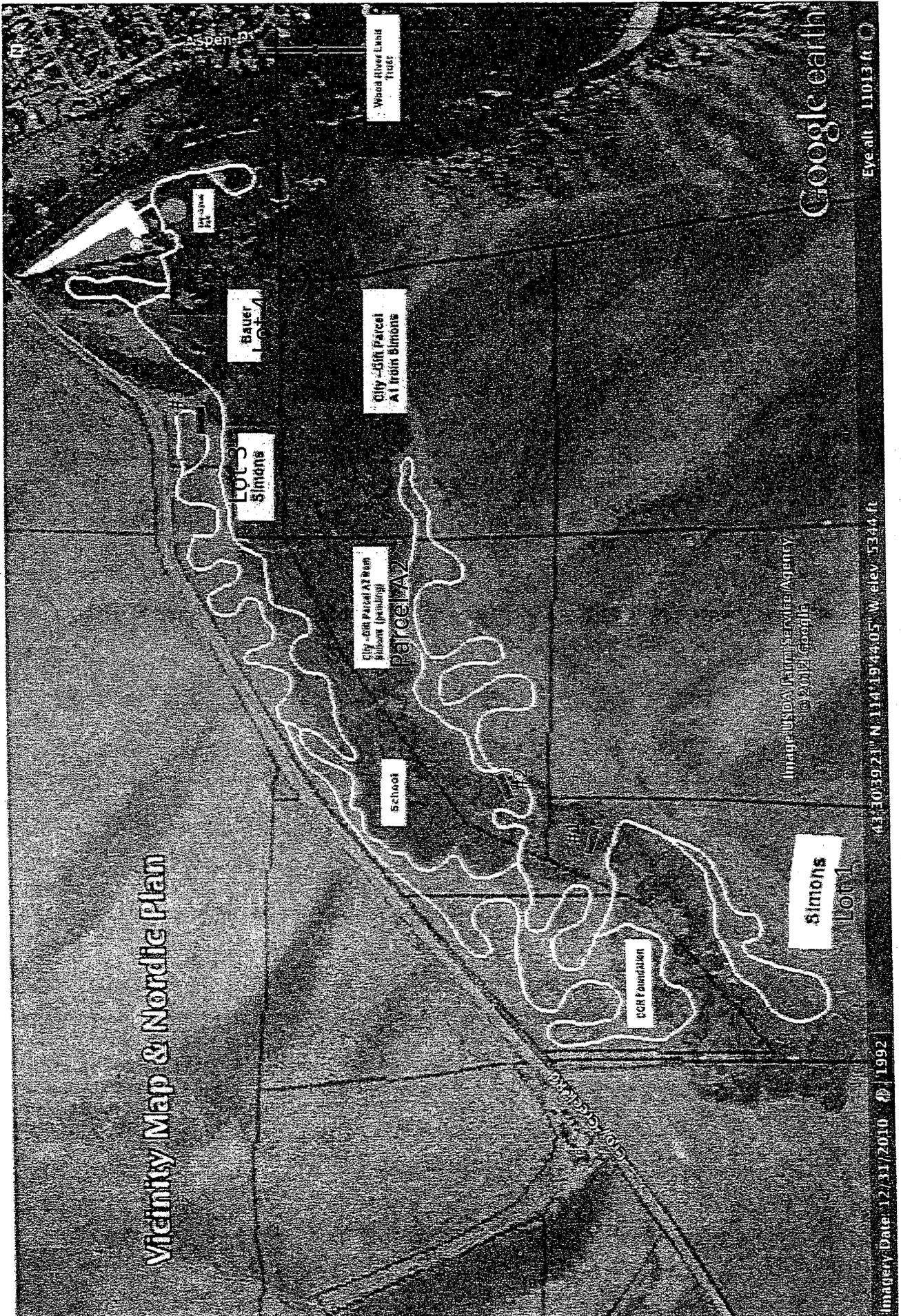
Date: _____

By: _____

Rob Clayton
Executive Director

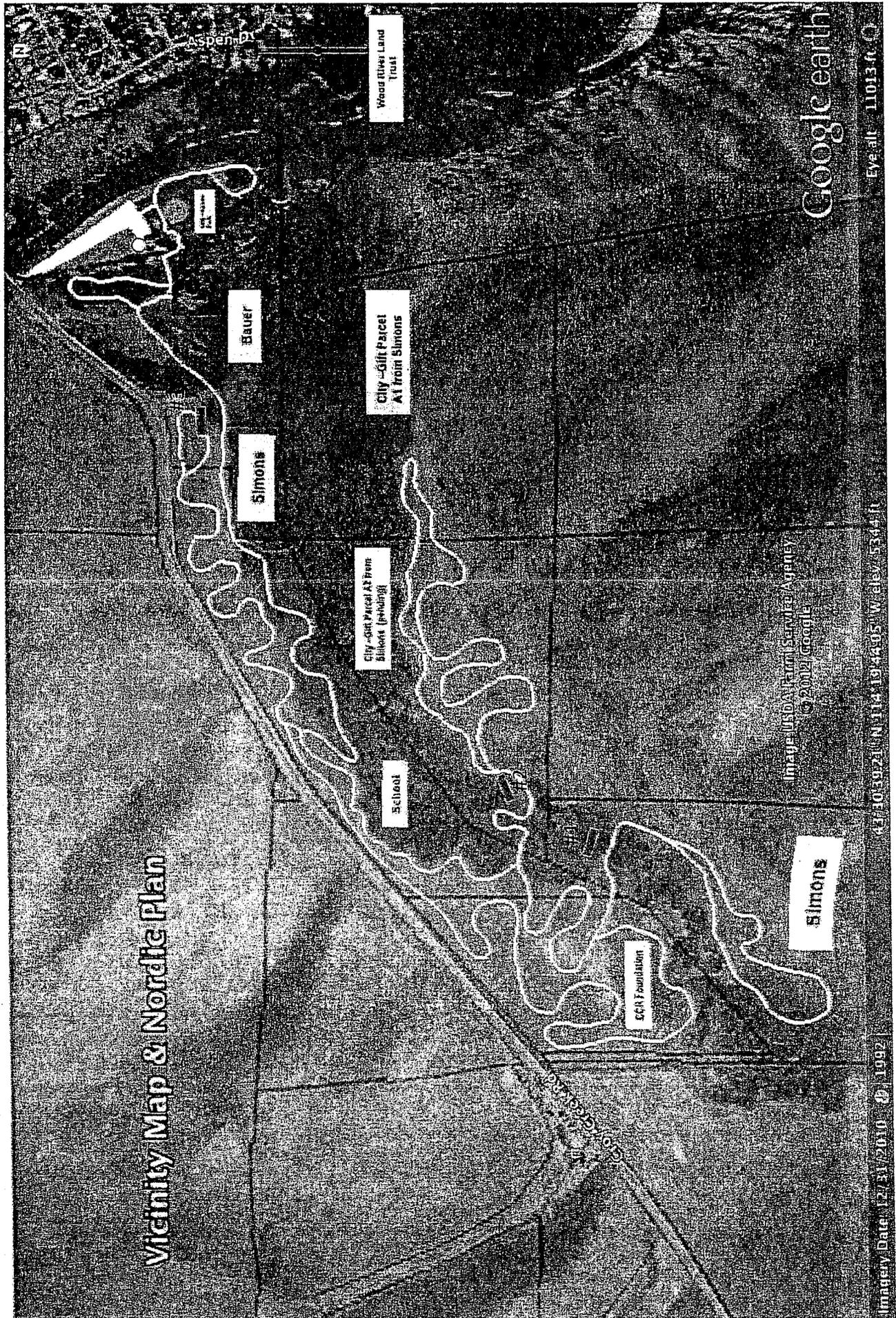
Vicinity Map with City of Hailey Parcels

Exhibit A



Management Plan/Proposed Trail Locations

Exhibit B



Management Plan/Trail Access

Exhibit B

All fees for trail access designated by Board of BCRD and Galena & Trails Advisory Committee. Trail fees and donations help to sustain costs of operation including gasoline, grooming, grooming equipment, etc. Patrons can access the trails with a season pass or a day pass. Planned fee schedule for 2012/2013 season included below.

	2012-2013		
	Base	Tax	Net
Season Passes			
Adult Season	\$219.0	\$13.1	\$232.1
Adult Season Discount	\$179.0	\$10.7	\$189.7
SV Combo Season Discount (BCRD only)	TBD	TBD	TBD
SV Combo Season Regular (BCRD only)	TBD	TBD	TBD
Youth 13-17	\$29.0	\$1.7	\$30.7
Youth <13	\$0.0	\$0.0	\$0.0
Dog	\$49.0	\$2.9	\$51.9
		\$5.9	\$104.9
Day Passes			
Adult Day	\$14.1	\$0.9	\$15.0
Youth Day 13-17	\$4.7	\$0.3	\$5.0
Youth <13 Day	\$0.0	\$0.0	\$0.0
Dog Day	\$4.7	\$0.3	\$5.0
Snowshoe	\$4.7	\$0.3	\$5.0
3 Day	\$37.6	\$2.4	\$40.0
SVNF 9 day pass	TBD	TBD	TBD
SV Combo 3 day	TBD	TBD	TBD
SV Combo 2 day	TBD	TBD	TBD

*All fees marked TBD cover "combination" passes and are pending final agreement with Sun Valley Company. Expected completion October, 2012.

Grooming Operations

The BCRD intends to host one Pisten Bully on the Lions Park property and use bully to groom on all properties included in the Proposed Trails plan. At times, the BCRD will utilize a snow machine to supplement the Pisten Bully for additional grooming needs. Grooming of the Trails will be completed and performed by a BCRD employee and target grooming schedule is once every two days pending snow and weather conditions and amount of available snow. BCRD Director of Trails and Facilities, Eric Rector, will oversee and be responsible for entire Croy Nordic proposed operation.

Additional Trail Operations

The BCRD intends to monitor the trails and provide safety, courtesy, and education through the BCRD volunteer courtesy patrol. This group is fully trained in safety and trail operations under supervision of BCRD staff and provide presence daily on the trailheads and on the trails. Target volunteer group includes approximately 30 personnel for the 2012-2013 season.

All trails under BCRD Nordic management (total about 160km) are managed together and grooming, weather and other information is documented at www.bcrd.org and specific winter www.trailink.org website under the main bcrd.org web property.

Exhibit B

Site Readiness

The BCRD, in preparation for the proposed 2012-2013 season intend to perform the following tasks to ensure site readiness for the entire Croy Nordic proposed winter trail system:

1. Construction and placement of yurt warming hut in Lions park property site.
2. Placement of SVSEF temporary training trailer in Lions Park property site.
3. Creation and continued plowing of parking area/trailhead in Lions Park property site per approval of City of Hailey.
4. Mowing of trail corridors, where merited, as designated in proposed trail plan in all associated properties. Mowing will target a 16 foot width and target mowing height of about 6 inches above ground.
5. Place posts and close off both entrances to Bauer/Simons property during winter grooming operations.
6. Perform needed earthwork on Simons Lot 3 and School District property sites to enable a properly graded road surface above and directly to north of riparian area.
7. Construct and place three lodge pole pine snow bridges in three locations marked in Exhibit A. Bridges constructed to specifications outlined in County Conditional Use Permit and County Floodplain Conditional Use Permit.
8. Trash and major litter removal on Bauer site in area directly bordering Lions Park.
9. Creation and placement of trailhead signage and appropriate wildlife awareness signage near trailhead on Lions Park property.
10. Installation of dumpster and responsibility for single portable bathroom installation.

The BCRD is targeting initiation of above work plan for site readiness for September and October 2012.

BLAINE COUNTY PLANNING & ZONING COMMISSION
Public Hearing Date: August 9, 2012

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REGARDING THE APPLICATION OF: Blaine County Recreation District for a Conditional Use Permit for an Outdoor Recreational Facility, consisting of Nordic ski trails and associated activities and structures in the Croy Canyon area.	Findings of Fact and Decision
--	-------------------------------

Requested Action: Public hearing and consideration of a conditional use permit (CUP) to operate Nordic ski area and events, with approximately 7 to 8 kilometers of trails, the Sun Valley Ski Education Foundation (SVSEF) warming hut, BCRD yurt, Ski School programming, beginner ski area and sledding hill, and associated parking. The project is proposed on Lots 1, 2, 3, and 4, Croy Canyon Ranch Subdivision I; Lot 1, Parcel A1, and Parcel A2, Croy Canyon Ranch Subdivision II; Tax Lot 2726 (Lion's Park), within Sections 8, 9, 16 and 17 of T2N, R18E, BM. The property is zoned Residential/ Agricultural District (R-5) with areas of Floodplain, Wetlands, Avalanche, and Mountain Overlay. The property owners are shown on Exhibit A-2.

Representative(s): Eric Rector and Jim Keating, Blaine County Recreation District

Applicable Regulations:
Blaine County Zoning Ordinance Chapters 2, 7, 17, 19, 21, 22, and 25
Blaine County Comprehensive Plan

I. Application, Notice, Exhibits & General Facts

1. Application: A Conditional Use Permit application was received by on July 12, 2012. After reviewing the application, the Administrator certified the applications as being generally complete on July 12, 2012.

2. Notice: Public notice for this application was as follows:
- A. Legal notice was published in the Idaho Mountain Express on July 25, 2012.
 - B. Notice was mailed on July 23, 2012, to all Blaine County political subdivisions
 - C. Notice was mailed on July 24, 2012, to surrounding landowners within 300' of the exterior boundaries of the property.
 - D. An on-site notice was posted by July 23, 2012, at least 7 days prior to the hearing. Affidavit of posting was received on July 25, 2012.

Pursuant to Idaho Code §67-6512 and Blaine County Zoning Ordinance regulations, the Planning and Zoning Commission shall review the above notice procedures and make a finding as to compliance with the requirements of Blaine County Zoning Ordinance §9-25-3.

► **Motion:** Upon motion by Commissioner Simpson, second by Commissioner Heneghan, and by a vote of 6 to 0, the Commission finds notice to be in compliance with applicable regulations §9-25-4 of the Zoning Ordinance.

1
2 3. Disclosures: Commissioner Simpson noted prior and current activities with the BCRD, stating that she
3 believed that she could make a neutral and reasoned decision based on standards of evaluation.
4

5 4. Background: The BCRD is proposing Nordic skiing in Croy Canyon instead of Quigley Canyon beginning
6 in the 2012-2013 winter season. Quigley Canyon is no longer available to the BCRD for their Nordic
7 programs. Historically, the winter skiing season in the Hailey area is from mid-November to mid- to late-
8 March. The proposed trails are expected to provide the skier with an excellent experience, with more
9 terrain changes and more vegetation by the trails than in Quigley Canyon. Some trails pass through areas
10 of floodplain, floodway, wetlands and avalanche. Compliance with these standards are reviewed in this
11 staff report or in the report for the concurrent Floodplain Conditional Use Permit application.
12

13 Many of the non-location specific conditions of approval for the BCRD Nordic CUP have been carried over
14 as conditions for this application.
15

16 5. Exhibits: The following Exhibits are attached hereto as referenced. All application documents were
17 received at the Blaine County Planning office on July 12, 2012, unless otherwise noted.

18 "A" Exhibits- Application:

- 19 A-1 Completed Blaine County Conditional Use Permit application form
20 A-2 List of owners' names and contact information
21 A-3 Vicinity Map and Nordic Plan
22 A-4 Nordic Plan (blow up) – Lions Park area
23 A-5 Yurt drawings and specs
24 A-6 SVSEF Trailer drawings and specs
25 A-7 Letter of acknowledgement/approval for use by BCRD from land owner: Simons and
26 Bauer properties
27 A-8 Letter of acknowledgement/approval for use by BCRD from land owner: Blaine
28 County School District
29 A-9 Letter of acknowledgement/approval for use by BCRD from land owner: Croy Canyon
30 Ranch Foundation
31 A-10 Letter of acknowledgement/approval for use by BCRD from land owner: City of Hailey
32 A-11 Parcel Map & Land Use Descriptions
33 A-12 Parcel Map – Little Indio (Residential Uses)
34 A-13 Signing Plan
35

36 "B" Exhibits- Agency Comments:

- 37 B-1 County Engineer, dated July 23, 2012
38 B-2 Wood River Fire & Rescue, dated July 24, 2012
39 B-3 James Joyner, Army Corps of Engineers, dated July 16, 2012
40 B-4 Aaron Golart, Idaho Department of Water Resources, dated July 17, 2012
41 B-5 Timothy Duffner, Idaho Department of Lands, dated August 9, 2012
42

43 "C" Exhibits- Blaine County supplements

- 44 C-1 Plat of Croy Canyon Ranch Subdivision II – Avalanche zones highlighted

1
2 "D" Exhibits- Public Comment:

- 3 D-1 Rick Kapala, Sun Valley Ski Education Foundation, dated August 2, 2012
4 D-2 Bob Rosso, dated August 8, 2012
5 D-3 Scott Boettger, Wood River Land Trust, dated August 8, 2012
6 D-4 Mat Hall, dated August 9, 2012
7 D-5 Frank Rowland, dated August 9, 2012
8 D-6 Steve Haims, dated August 9, 2012
9 D-7 Mark Mast, dated August 9, 2012
10

11 6. Property and project descriptions:

- 12 • The properties total nearly 220 acres in size.
13 • The underlying zoning district is R-5.
14 • The primary existing uses are recreational and vacant. Much of the area holds wetlands
15 surrounding Croy Creek. The trails will be located primarily in the uplands and out of wetland
16 vegetation, except in the 3 locations where the trail will cross Croy Creek.
17 • Associated structures will be located on Lion's Park (owned by the City of Hailey but located within
18 unincorporated Blaine County), except for the "snow bridges" which cross Croy Creek in three
19 locations.
20

21 7. Site Visit: A site visit was conducted by staff on July 10, 2012.
22
23

24 **II. 9-25-3: CONDITIONAL USE PERMIT STANDARDS FOR EVALUATION:**

25
26 *A. Review: The commission or the board (or hearing examiner) shall review the particular facts and*
27 *circumstances of each proposed conditional use in the terms of the following standards and shall find*
28 *adequate evidence showing that such use at the proposed location:*
29

30 1. *Will, in fact, constitute a conditional use as established for the zoning district involved;*

31 ► **FINDING:** Complies. Section 9-7-5, Conditional Uses for the R-5 District, includes item "B" Outdoor
32 recreational facilities. The definition of "Outdoor Recreational Facility" is "Facilities such as golf courses,
33 marinas, shooting ranges, rod and gun clubs, and dude ranches whose use is primarily outdoor rather than
34 indoor recreation, for which buildings are incidental and accessory." The proposed use is primarily
35 outdoors – the trails – and the structures (warming hut and yurt) are incidental and accessory to the skiing.
36

37 2. *Will be harmonious with and in accordance with the general objectives or with any specific*
38 *objective of the comprehensive plan and/or this title;*

39 ► **FINDING:** Conditionally complies.

40 The Comprehensive Plan recognizes recreation as an important component of economic development, as
41 follows.
42

43 The Economic Development component speaks to the "recreational economy" and notes that "A wide
44 variety of demand for particular resort activities requires a diverse range of activity..."

1 The Recreation component recognizes the emerging sport of Nordic skiing. "In Blaine County, winter
2 tourism is dominated by skiing on Bald Mountain and Dollar Mountain, although, cross country skiing has
3 increased dramatically in the past few years." Specific recommendations include:

- 4 • Protect and enhance the health and lifestyles of residents and visitors.
- 5 • Preserve and enhance the recreational opportunities available for residents and visitors of Blaine
6 County.
- 7 • Cooperate with the Blaine County Recreation District and other local, state and federal agencies to
8 ensure recreation, parks and open space needs of residents are met.

9
10 The Natural Resources component guides development in relation to many resources affected by this
11 application including wetlands, water quality, wildlife, and vegetation. It instructs the county to establish
12 review criteria to evaluate the impact of development on vegetative values and other objectives. The BCRD
13 has expressed commitment to be sensitive to all these resources and to work cooperatively with relevant
14 agencies to mitigate adverse impacts. Conditions of approval including annual reviews also address such
15 potential impacts.

16
17 With adherence to conditions of approval, the project implements the County Comprehensive Plan by:
18 protecting the natural environment; protecting the health and lifestyles of Blaine County residents and
19 visitors; preserving and enhancing recreational opportunities available; cooperating with BCRD... to ensure
20 recreation, park and open space needs of residents are met; encourages public use of recreational facilities;
21 and, cooperating with cities, the School District, Recreation District and private industry in providing
22 recreation facilities for the future needs of the public.

23
24 Sections of Title 9 that are related to this application include:

- 25 • Chapter 17, Floodplain Overlay District – A concurrent Floodplain CUP application has been
26 submitted and approved for the stream crossing bridges. Clearing for public trails are permitted
27 uses in the riparian setback. The yurt is located well beyond the 75 foot riparian setback for the Big
28 Wood River. No work is occurring below the Ordinary High Water mark and as such, no permits are
29 required by the Army Corps of Engineers or by Idaho Department of Water Resources (see Exhibits
30 B-3 and B-4).
- 31 • Chapter 19, Wetlands Overlay District – Pursuant to 9-19-4 (D), "Activities operating in accordance
32 with a county approved permit" are permitted uses and do not require a Wetlands CUP. Blaine
33 County's standards for wetlands call for "no disturbance of land... Including dumping, filling,
34 dredging, new construction, excavating, substantial improvements or modifications, installation of
35 septic systems, scraping by motorized equipment, removal of vegetation or root systems, or
36 transferring materials that will reduce the natural storage capacity of the land or interfere with the
37 natural flow pattern of any watercourse or degrade the quality of surface or ground water." In the
38 limited locations where the trails cross wetlands, none of the above activities will occur. Some
39 willows, currents and other plants may be mowed or cut, but no vegetation or root systems will be
40 removed. The BCRD is working closely with the Wood River Land Trust on this matter.
- 41 • Chapter 20, Wildlife Overlay District – All lands within Blaine County are included in the Wildlife
42 Overlay District. The purpose is to preserve and enhance the diversity of wildlife habitat and
43 species... for the economic, recreational, and environmental benefit of county residents and visitors.
44 The BCRD has a long and successful track record in mitigating conflicts between users and wildlife.

1 The BCRD has stated its intention to be sensitive about the placement of trails allowing dog use, to
2 educate skiers about wildlife, and to work with the snowmobiling community to curtail the illegal
3 use of this area.

- 4 • Chapter 21, Mountain Overlay District – Portions of these parcels lie within the MOD; however, no
5 disturbance or new structures are proposed within it and therefore no MOD permits are required.
- 6 • Chapter 22, Avalanche Overlay District – Portions of these parcels lie within the Avalanche Overlay,
7 as shown on the plat of Croy Canyon Ranch Subdivision II (Exhibit C-1). The trail within Lot 1, Block 1
8 of this subdivision is shown as located within red (high hazard) and blue (low hazard) avalanche
9 zones. Chapter 22 prohibits public roads and residential, commercial and industrial buildings in the
10 high hazard area, and requires inhabited structures to follow certain performance standards in the
11 low hazard area. No inhabited structures are to be located in the avalanche zones. The applicant
12 has stated that when Avalanche conditions are at the high level in that area, they would close the
13 affected trails.

14
15 3. *Will be designed, constructed, operated and maintained to be harmonious and appropriate in
16 appearance with the existing or intended character of the general vicinity and that such use will not
17 change the essential character of the same area;*

18 ► **FINDING:** Conditionally complies. The proposal makes use of the existing Lion's parking facilities
19 (parking area, concrete pad, power drops, etc) for the base of operations for the Nordic facility. The subject
20 properties are vacant, used for agriculture, or have park uses. The Carbonate trails across the Croy Creek
21 Road, the Draper Preserve across and down river, as well as Lion's Park itself, all contribute to the
22 recreational character of the general area. The addition of the Draper Bridge across the Big Wood River and
23 boardwalk have begun the process of adding formalized recreational pathways and use on the park
24 property. Extension of the Nordic tracks and kilometers of trail to the west onto the partnership properties
25 (Simons, Bauer, School District, City of Hailey, and Croy Foundation) complements the existing and
26 intended character of the vicinity

27
28 4. *Will not be hazardous or disturbing to existing or future neighboring uses;*

29 ► **FINDING:** Conditionally complies. One trail extends into the red and blue avalanche zones (Exhibit C-1);
30 however, this presents no hazard to neighboring uses. The existing neighboring uses include the Animal
31 Shelter of the Wood River Valley across Croy Creek Road, and residential uses to the east across the Big
32 Wood River. Some additional wintertime traffic is anticipated on Bullion Street, onto Croy Creek Road, and
33 into Lions Park. Such traffic is not expected to unduly impact neighboring uses; it will likely be similar to the
34 amount of traffic connected with the Carbonate hiking trails and activities in Lions Park in the summer.
35 One existing winter use within Lion's Park is for snow storage by the City of Hailey. Exhibit A-10 (p.2) shows
36 how the large parking area in Lions Park is to be divided for snow storage and Nordic skier parking.

37
38 5. *Will be served adequately by essential public facilities and services such as highways, streets,
39 police and fire protection, drainage structures, refuse disposal, water and sewer and schools; or that the
40 persons or agencies responsible for the establishment of the proposed use shall be able to provide
41 adequately any such services;*

42 ► **FINDING:** Complies. The existing approach into Lion's Park off at 11 Croy Creek Road will be used. This
43 access and road network with its close proximity to town and existing traffic signal at Bullion/SH75 are ideal
44 for safe and easy access to the facility by residents and visitors. Winter traffic will likely be similar to the

1 amount of traffic connected with the Carbonate hiking trails and activities in Lions Park in the summer; this
2 traffic will affect local roads and streets. Essential public services are readily available to the property and
3 to serve the proposed use. Police and fire protection requirements are expected to be minimal. The BCRD
4 will be providing a dumpster for refuse disposal, and a portable toilet is already on site (by City of Hailey).
5

6 *6. Will not create excessive additional requirements at public cost for public facilities and services
7 and will not be detrimental to the economic welfare of the community;*

8 ► **FINDING:** Complies. The Blaine County Recreation District operates this Hailey-location Nordic skiing
9 facility through permit fees and donations. These activities which have been successfully operating in
10 Quigley Canyon for several years without "excessive additional requirements" at public cost. Nordic skiing
11 and events are shown to have a positive economic impact on the local community.
12

13 *7. Will not involve uses, activities, processes, materials, equipment and conditions of operation that
14 will be detrimental to any persons, property or the general welfare by reason of excessive production of
15 traffic, noise, smoke, fumes, glare, dust, odors, vibration, water pollution or safety hazards. Water
16 pollution includes impact to surface and ground water and potable water sources. When the proposed
17 use involves a potential contaminant source or potential contaminant as set forth in appendix A of this
18 title, on file in the county, and is located within a wellhead protection area, the commission shall consider
19 the impact of the project on potable water sources and determine whether there is sufficient information
20 in the record to demonstrate that the project has been designed to mitigate adverse impact to potable
21 water source(s);*

22 ► **FINDING:** Conditionally complies. The majority of uses are non-motorized, except the grooming of the
23 trails by a piston bully that will be parked/plugged in at the park property and the arrival/departure of
24 vehicles for the cross-county skiing (approximately 8am to 6pm). A potential safety hazard that might occur
25 is a conflict between the snow storage activities of the City of Hailey and skier parking. The applicant
26 should work closely with the City of Hailey to coordinate activities and mitigate such conflicts. This will be a
27 primary item of administrative review at the end of the season. No water quality impacts are foreseen.
28 (The portable toilet shown on the plan is an existing portable toilet that the City of Hailey has in place for
29 Lions Park.) The operation of Nordic will not produce smoke, fumes, glare, dust, odors, or vibration.
30

31 *8. Will have vehicular approaches to the property which shall be designed as not to create an
32 interference with traffic on surrounding public thoroughfares;*

33 **Applicant Response:** ""

34 ► **FINDING:** Complies. The existing approach into Lion's Park will be used. This is a safe access with good
35 site distances, low speeds and easy access to the SH75 traffic signal.
36

37 *9. Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major
38 importance; and*

39 ► **FINDING:** Complies. The riparian complex associated with the confluence of Croy Creek and the Big
40 Wood River is an important natural resource requiring protection. The location of the trails and associated
41 structures are primarily well away from this area. Nordic trails are predominantly in sage/grass areas
42 outside of any of riparian areas. Some stream crossings will cross wetland areas further west. Crossing of
43 wetlands is addressed in standard 2 above.
44

1 10. If the applicant or landowner with respect to an application for a conditional use permit under this
2 chapter is the state of Idaho, or any agency, board, department, institution, or district thereof, . . .

3 ► FINDING: Not applicable.

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III. Decision and Conditions

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9 ► **Motion:** Having considered the evidence in the record, upon motion by Commissioner Bailey, second by
10 Commissioner Ranill, and by vote of 6 to 0, the Commission hereby approves with conditions this conditional
11 use permit for an Outdoor Recreational Facility for the Blaine County Recreation District as discussed at this
12 public hearing, subject to the following conditions.

13
14 **Conditions of Approval:**

- 15 1. The applicant shall comply with all applicable zoning, building, fire and health district
16 regulations, including those set forth in the Wood River Fire & Rescue letter of July 24, 2012.
- 17
18 2. The applicant shall notify the County in writing any changes to operational procedures and/or
19 facilities, for an administrative review to determine if they are substantial enough, individually
20 or cumulatively, to warrant a new hearing and notice, and consideration and decision by the
21 Commission.
- 22
23 3. The applicants shall apply for and obtain a building permit prior to commencement of the
24 installation of the yurt.
- 25
26 4. Skier parking shall be kept separate from the snow storage operations of the City of Hailey.
27 BCRD shall work with the City to mitigate potential parking and ingress/egress conflicts by
28 signage, fencing, or other means.
- 29
30 5. Adequate receptacles for pet waste shall be provided.
- 31
32 6. Wetland/riparian disturbance shall be limited to mowing, cutting and placement of bridges.
- 33
34 7. Removal of the SVSEF trailer and the dumpster shall occur at the end of the ski season. All areas
35 utilized shall be left in a clean condition.
- 36
37 8. The application shall be reviewed by Idaho Department of Fish and Game and the applicant shall
38 work with that department to mitigate potential fish and wildlife conflicts.
- 39
40 9. The applicant shall work with the appropriate County entities (Road and Bridge and Sheriff's
41 Departments) regarding signage prohibiting parking along Croy Creek Rd.
- 42
43 10. This permit and relevant conditions shall be administratively reviewed after each ski season.
44 Review shall include but not be limited to:

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- a. Evaluation of wetland and riparian vegetation including locations where the trails cross the streams and other sensitive wetland areas including the meadow immediately west of Lion's Park, as documented by photographs before and after the ski season.
- b. Evaluation of weed growth in disturbed areas. Non-toxic weed mitigation is recommended, in consultation with the land owner.

11. Approval is granted for a period of up to four (4) years provided:

- a. The operation is conducted in the same manner as described in this application;
- b. Administrative review confirms compliance with all conditions;
- c. The applicant notifies the County each year of its intent to operate the next winter season.

12. At the discretion of the Commission, the permit may be extended beyond this 4 year permitted period and shall be subject to a public hearing before commencing operation for a fifth year. The Applicant shall not be required to file a new application provided the operation is essentially the same as described, but shall be responsible for noticing information and fees. Substantial changes will require a new application. If approved, the County may modify conditions attached to the permit and/or may delete or require new conditions as a result of its public hearing and evaluation.

Applicant and/or any aggrieved person has the right to appeal this decision to the Blaine County Board of Commissioners pursuant to Blaine County Code 9-32-4 by filing a notice of appeal in accordance with that section within twenty (20) days of the date of this order and decision.

IT IS SO ORDERED.

DATED this 21 day of August, 2012

BLAINE COUNTY PLANNING AND ZONING COMMISSION

By: 
Knox Cannon, Chairman

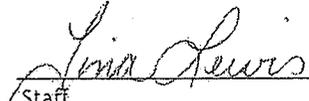
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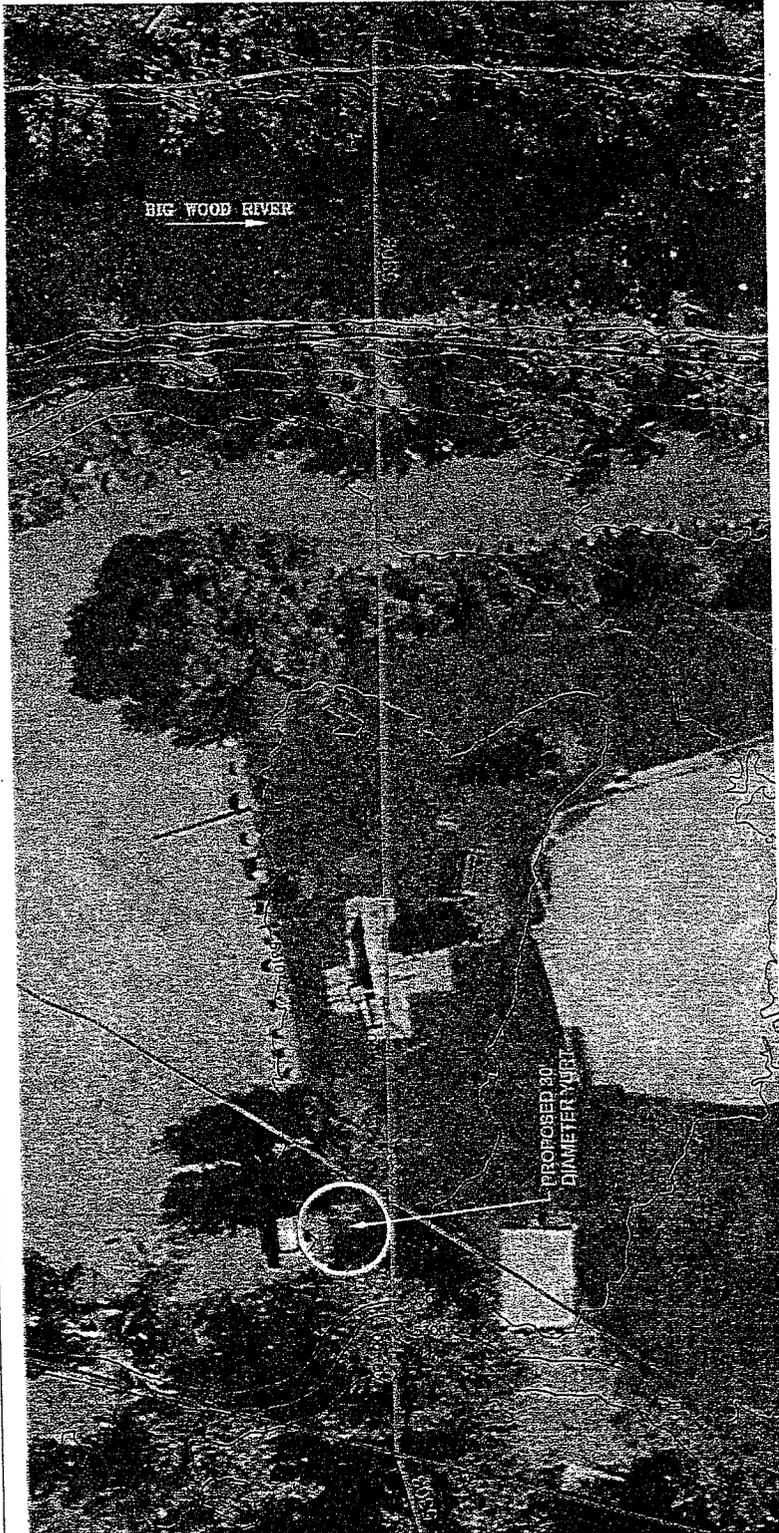
CERTIFICATE OF MAILING

The undersigned, being over eighteen years of age, a resident of Blaine County, Idaho, and not a party to the above-entitled action, certifies that on the 21st day of August, 2012, he/she served a true and correct copy of the foregoing document by depositing the same in the United States mail with postage prepaid addressed as follows:

Eric Rector
Blaine County Recreation District
1050 Fox Acres Rd, #107
Hailey, ID 83333

Jim Keating, Director
Blaine County Recreation District
1050 Fox Acres Rd, #107
Hailey, ID 83333


Staff

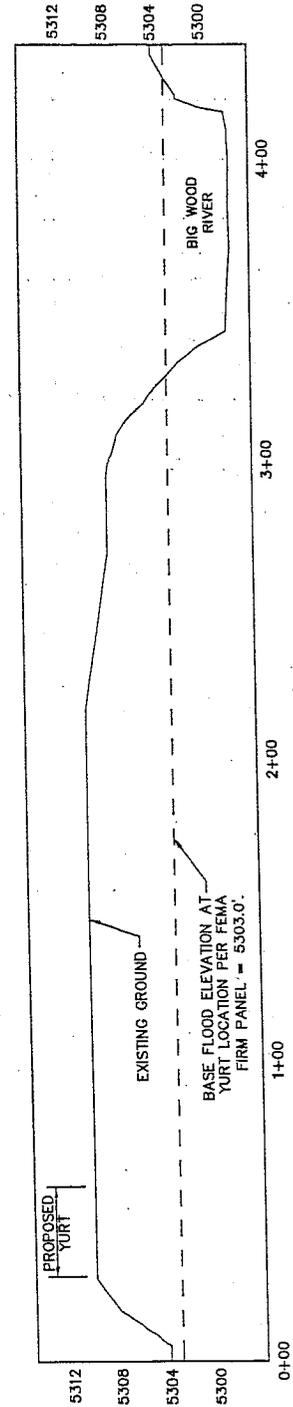
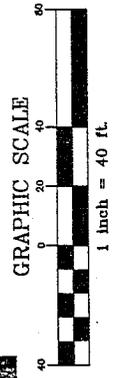
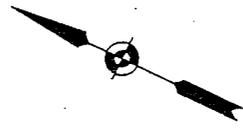


LEGEND

_____ LION'S PARK PROPERTY LINE
 _____ FEMA FLOODWAY LINE
 _____ FEMA BASE FLOOD ELEVATION LINE
 _____ 2' CONTOUR INTERVAL

NOTES

1. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR: BLAINE COUNTY, IDAHO, (UNINCORPORATED AREAS) COMMUNITY NUMBER 18107 PANEL NO. 10030 THIS STUDY DATED NOVEMBER 20, 2010. VERTICAL DATUM IS NAVD83.
2. THE ENTIRE AREA FALLS WITHIN THE FLOODPLAIN. THE LOCATION OF THE PROPOSED YURT IS JUST OUTSIDE OF THE FLOODWAY.
3. THE ELEVATION OF THE EXISTING GROUND AT THE LOCATION OF THE PROPOSED YURT IS 5303.0'. THE BASE FLOOD ELEVATION AT THIS LOCATION IS 5303.



PROFILE THROUGH YURT
 PROFILE SCALE: HORIZ. 1"=10', VERT. 1"=40'

NO.	DATE	BY	REVISIONS

GALENA ENGINEERING INC.

CIVIL ENGINEERS & LAND SURVEYORS
 800 SECOND AVENUE NORTH
 P.O. BOX 428
 HELENA, IDAHO 8340
 (208) 758-4785 FAX
 EMAIL: galena@galena-engineering.com

REUSE OF DRAWINGS
 These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.

DESIGNED BY: DATE: 07/2012
 SURF: DATE:
 DRAWN BY: DATE:
 CHECKED BY: DATE:

A CUP CROSS SECTION DRAWING FOR
BCRD YURT AT LION'S PARK
 WITHIN SECTION 9, T.2N., R.10E., S.4M., BLAINE COUNTY, IDAHO
 PREPARED FOR THE BLAINE COUNTY RECREATION DISTRICT

PROJECT INFORMATION
 F:\Users\j\558-48\dwg\Boundary-Plan\Lions Park yurt.FP.CUP.Permitt.dwg 7/23/2012 11:45:57 AM MDT

SHEET 1 OF 1

EXHIBIT D

AXIS 8000(08/10)	CERTIFICATE OF INSURANCE	09/19/2012
PRODUCER American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
INSURED United States Ski and Snowboard Association One Victory Lane Park City, UT 84060 SUN VALLEY SKI EDUCATION FOUNDATION PO BOX 203 SUN VALLEY, ID 83353		
		INSURERS AFFORDING COVERAGE INS. A: Philadelphia Indemnity Insurance Company INS. B: St. Paul Fire & Marine Insurance Company INS. C:
		CERT NUMBER: 1001067342

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	PHPK888520	07/01/2012 12:01 a.m.	07/01/2013 12:01 a.m.	General Aggregate	10,000,000
					Products-Completed Operations Aggregate	1,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Excluded
A	UMB	PHUB388548	07/01/2012 12:01 a.m.	07/01/2013 12:01 a.m.	Each Occurrence	20,000,000
					General Aggregate	20,000,000
					Products-Completed Operations Aggregate	20,000,000
B	XS	ZUP-10T04882-12-NF	07/01/2012 12:01 a.m.	07/01/2013 12:01 a.m.	Each Occurrence	5,000,000
					General Aggregate	5,000,000
					Aggregate for Coverage Over Aggregate Limit	5,000,000

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

- The Certificateholder shall be an Additional Insured but only with respect to liability arising out of the negligent acts or omissions of the Named Insured in accordance with the provisions and limitations of Form PI-AM-002 - Additional Insured Certificateholders with respect to SUN VALLEY SKI EDUCATION FOUNDATION from September 19, 2012 through June 30, 2013.
- The Umbrella policy contains a Self Insured Retention of \$10,000.
- General Liability policy is subject to a \$50,000 per occurrence Self-Insured Retention with no annual aggregate.

CERTIFICATE HOLDER

CITY OF HAILEY
 BLAINE COUNTY
 HAILEY, ID 83333

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony L. Costello

EXHIBIT D

CERTIFICATE OF INSURANCE	Issue Date: Friday, October 19, 2012 10:40:52 AM
Agent for Public Entity: Greg Bloomfield Wood River Ins Inc 410 N Main Hailey ID 83333-	This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy below. This certificate of insurance does not constitute a contract between the issuing insurer, agent and the certificate holder. PROGRAM AFFORDING COVERAGE: Idaho Counties Risk Management Program, Underwriters
Insuring Pool Participant: Blaine County Recreation District 1050 Fox Acres Rd #107 Hailey ID 83333-	

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Section Number	Type of Insurance -Coverage Form	Policy Number	Effective Date	Expiration Date	Property Deductible (except flood/quake):	Limits	
		32A13018100112	10/19/2012	09/30/2013	\$500		
V	PROPERTY INSURANCE	A. Buildings, Structures and Personal Property B. Automobile and Mobile Equipment Physical Damage C. Operational Disruption Expense D. Valuable Papers and Records			Amount Reported in Schedule of Values and with limits, conditions and exclusions		
					For Claims Brought Pursuant to Title ,Ch.9, Idaho Code	For All Other Covered Liability Claims	
VI	COMPREHENSIVE GENERAL LIABILITY	A. General Liability B. Law Enforcement Liability C. Sexual Molestation (CLAIMS MADE)			Each Occurrence	\$500,000	\$3,000,000
					Each Occurrence	\$500,000	\$3,000,000
					Each Claim	\$500,000	\$3,000,000
VII	AUTOMOBILE LIABILITY	A. Automobile Liability B. Automobile Medical Payments C. Uninsured/Underinsured Motorist			Each Occurrence	\$500,000	\$3,000,000
					Each Person	\$5,000	\$5,000
					Each Accident	\$100,000	\$100,000
					Each Person	\$100,000	\$100,000
					Each Accident	\$300,000	\$300,000
VIII	ERRORS AND OMISSIONS -CLAIMS MADE FORM	A. Errors/Omissions Liability B. Employee Medical Ins Benefit Liability C. Employment Practices Liability			Each Occurrence	\$500,000	\$3,000,000
					Each Occurrence	\$500,000	\$3,000,000
					Each Occurrence	\$500,000	\$3,000,000
IX	CRIME INSURANCE -OCCURRENCE FORM (INCLUDES PUBLIC OFFICIALS SURETY-IN-LIEU)	A. Employee Dishonesty B. Money and Securities (within premises) C. Money and Securities (outside premises)			Each Occurrence		\$500,000
					Each Occurrence		\$500,000
					Each Occurrence		\$500,000
X	BOILER AND MACHINERY	A. Damaged Property B. Expediting Expenses C. Business Income and Extra Expense D. Spoilage Damage E. Utility Interruption F. Newly Acquired Premises G. Ordinance or Law H. Errors and Omissions			Each Occurrence		Varies Per Item
					Each Occurrence		\$2,500,000
					Each Occurrence		Included
					Each Occurrence		\$1,000,000
					Each Occurrence		\$2,500,000
					Each Occurrence		\$5,000,000
					Each Occurrence		\$5,000,000
					Each Occurrence		\$10,000,000
					General Aggregate		\$100,000,000

Description of Operations/Locations/Vehicles/Restrictions/Special Items:
 Lyons Park/Croy Nordic Skiing

Evidence of Insurance

Certificate Holder: City of Hailey 115 Main Street S, Ste H Hailey ID 83333	Cancellation Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Authorized Representative <i>Shery Harmon</i> ICRMP 12/13
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EXHIBIT E

