

AGENDA ITEM SUMMARY

DATE: 10/01/2012 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE:** MHC

SUBJECT:

Maintenance agreement (Resolution 2012-76) with Avaya, Inc. to cover any hardware failures with the current city hall phone system.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

On Aug. 30th you approved a contract with SPS services, which is a 3rd party consultant for Avaya. The agreement was not the actual Avaya contract as indicated in the Agenda Item Summary – but at the time I thought it was.

Good news, we have done an inventory of our Avaya Partner phone system hardware and phones since the 8/30/12 meeting. Instead of an increase, we will see a significant decrease as a result of the recent inventory. From \$1,455.12/year to \$868.92.

The actual AVAYA contract is attached to this Agenda Item Summary for your review/approval.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize mayor to sign 1 year agreement with Avaya (Resolution 2012-___), Inc. to cover our city hall phone hardware in case of equipment failure.

FOLLOW-UP REMARKS:

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GENERAL CONDITIONS OF MAINTENANCE AND MANAGED SERVICES.

The undersigned Customer agrees that these General Conditions of Maintenance and Managed Services (the "Agreement") will govern the purchase of certain Services (defined below) by Customer from Avaya Inc. ("Avaya").

1. ORDER, PROVISION AND SCOPE OF SERVICES

1.1. Order and Provision of Services. In return for the payment of the fees specified in the order, Avaya will provide the Maintenance/Managed Services options for Supported Products or Supported Systems at Supported Sites, as described further in this Agreement and the SAS or Service Description ("**Services**"). In the event of a conflict between the SAS/Service Description and this Agreement, the terms of this Agreement will control. The "**Service Agreement Supplement**" ("**SAS**") or the "**Service Description**" is the Avaya Service Agreement Supplement or Service Description then current as of the date of Avaya's acceptance of an order for Services and available to Customer upon request. As used in this Agreement, "SAS" or "Service Description" may refer, as applicable, to either the Service Agreement Supplement or Service Description or, where the parties have executed a statement of work describing specific Services to be provided by Avaya, to the statement of work. "**Supported Products**" are: (i) hardware or software products identified in the order; and (ii) Added Products (defined in Section 1.7). Supported Products may include non-Avaya products to the extent they are specified in the order. "**Supported Systems**" are a group of products or networks specified in the order. "**Supported Sites**" are locations specified in the order. Orders are subject to acceptance by Avaya. Avaya may accept an order by beginning to perform the Services. Terms and conditions contained in Customer purchase orders or other Customer documents will have no effect.

1.2 Monitoring. Avaya may electronically monitor Supported Products and Supported Systems for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) when providing managed Services, to assess Customer needs for additional products or Services; (v) as otherwise provided in the SAS.

1.3 Error Correction. Some Services options may include correction of Errors. An "**Error**" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications that were currently applicable when the Supported Product was purchased or licensed.

1.4 Help Line Support. Where the selected Services option includes help line support, Avaya will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected.

1.5 End of Support. Periodically, Avaya or a third party manufacturer may declare "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("**End of Support**") for certain Supported Products. Customer may access Avaya's user support website (www.support.avaya.com) for End of Support notifications and register an e-mail address to receive e-mail notifications of the same, when published by Avaya. For Products subject to End of Support, Avaya will continue to provide the support described in the applicable SAS or Service Description, except for the End of Support exceptions listed therein ("**Extended Support**"). If the SAS or Service Description does not include Extended Support information, Avaya will make available the description of Extended Support (if available) for the Products concerned at the same time as its End of Support notification. For Products not subject to Extended Support, if Services are discontinued for a Supported Product, the Supported Product will be removed from the order and rates will be adjusted accordingly.

1.6 Replacement Hardware. Replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya, will become Avaya's property. Title to Avaya-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site.

1.7 Added Products. If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site, they will be considered "**Added Products**", and will be added to the order automatically for the remainder of the term. Added Products purchased from a party other than the manufacturer or an authorized reseller are subject to certification by Avaya at Avaya's then current rates. If Added Products fail certification, Avaya may choose not to add them to the Supported Products.

1.8 General Limitations. Unless the SAS provides otherwise, Avaya will provide software Services only for the unaltered current release of the software and the prior release. The following items are included in the Services only if the SAS specifically includes them: (i) support of user-defined applications; (ii) support of Supported

Products that have been modified by a party other than Avaya (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures or surges); and (vii) Services for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted.

2. INVOICING AND PAYMENT.

2.1 Invoicing. Avaya will invoice Customer for Services in advance unless another payment option is specified in the order, or as otherwise specified in the SAS or Service Description.

2.2 Payment. Payment of undisputed invoices is due within thirty (30) days from the date of Avaya's invoice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with nonstandard methods of invoicing and payment. Overdue payments will be subject to a late payment charge of the lesser of 1.5% per month or the maximum rate allowed by applicable law. Unless Customer provides Avaya with a tax exemption certificate, Customer is solely responsible for paying all required taxes, (including, but not limited to, property, sales, use or excise taxes with respect to the provision of Avaya Equipment) except for any income tax assessed upon Avaya.

3. CUSTOMER RESPONSIBILITIES

3.1 General. Customer will cooperate with Avaya as reasonably necessary for Avaya's performance of its obligations, such as: (i) providing Avaya with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them. All items will be provided by Customer at Customer's expense. If Avaya provides an update or other new release of software as part of the Services, Customer will implement it promptly. Customer will reasonably use, safeguard and return to Avaya any items that Avaya loans to Customer ("Avaya Tools") for the purpose of providing Services under this Agreement, such as, but not limited to, the Secure Intelligent Gateway. Avaya Tools shall not be considered Products.

3.2 Provision of Supported Products and Systems. Except for Avaya hosted facilities identified in the SAS or Service Description, Customer will provide all Supported Products, Supported Systems and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) Avaya, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

3.3 Moves of Supported Products. Customer will notify Avaya in advance before moving Supported Products. Avaya may charge additional amounts to recover additional costs in providing the Services as a result of moved Supported Products.

3.4 Vendor Management. Where Avaya is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("**Vendor Management**"), Customer will provide Avaya upon request a letter of agency or similar document, in form reasonably satisfactory to Avaya, permitting Avaya to perform the Vendor Management. Where the third party vendor's consent is required for Avaya to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Avaya a copy of it upon request.

3.5 Third Party Hosting. In the event one or more network address(es) to be monitored by Avaya are associated with systems owned, managed, and/or hosted by a third party service provider ("**Host**"), Customer will: (i) notify Avaya of the Host prior to commencement of the Services; (ii) obtain the Host's advance written consent for Avaya to perform the Services on the Host's computer systems and provide Avaya with a copy of the consent upon request; and (iii) facilitate necessary communications between Avaya and the Host in connection with the Services.

3.6 Access to Personal Data. From time to time, Customer may require Avaya to access a Supported Product or Supported System containing employee, customer or other individual's personal data (collectively, "**Personal Data**"). Where Customer instructs Avaya to access any Personal Data, or to provide Customer or a third party identified by Customer with access, Customer will (i) notify all relevant employees and other individuals of the fact that Avaya will have access to such personal data in accordance with Customer's instructions and (ii) indemnify Avaya and its officers, directors, employees, subcontractors and affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Avaya accessing or providing access in accordance with Customer's instructions.

4. SOFTWARE LICENSE. Where Services include provision of patches, updates or feature upgrades for Supported Products ("**New Software**"), they will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software from Avaya. Where there is no existing license from Avaya, New Software will be provided subject to the manufacturers then current license terms and restrictions for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these

components in accordance with the terms and conditions of the "shrinkwrap" or "clickwrap" end user license agreement accompanying them.

5. CONFIDENTIAL INFORMATION. "Confidential Information" means either party's business and/or technical information, pricing, discounts and any other information or data, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within 30 days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination and disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, provided the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party will provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order. Each party will protect the secrecy of all Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under this Agreement. The confidentiality obligations of each party will survive expiration or termination of the Agreement. Upon termination of the Agreement, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request destroy, all Confidential Information, including copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Upon request, a party will certify in writing its compliance with this Section.

6. WARRANTIES. Avaya warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel. If the Services have not been so performed and Avaya receives Customer's detailed request to cure a non-conformance within 30 days of its occurrence, Avaya will re-perform those Services. This remedy will be Customer's sole and exclusive remedy and will be in lieu of any other rights or remedies Customer may have against Avaya with respect to the non-conformance of Services.

EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES IN A SUPPORTED PRODUCT, SUPPORTED SYSTEM OR NETWORK WILL BE DETECTED OR THAT SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF WILFULL MISCONDUCT, PERSONAL INJURY OR BREACHES OF AVAYA'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS.

8. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement and any disputes arising out of or relating to it ("Disputes") will be governed by New York State laws applicable to contracts entered into and performed in New York, excluding conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods. Except as provided below, all Disputes will be finally resolved by binding arbitration before one arbitrator, selected pursuant to the Commercial Rules of the American Arbitration Association ("AAA"). The arbitrator will have the authority to determine issues of arbitrability and to consider and

rule on dispositive motions. The arbitrator will have authority only to award compensatory damages within the scope of the limitations of Section 8 and will not award punitive or exemplary damages. The arbitrator will not have the authority to limit, expand or otherwise modify the terms of the Agreement. The parties, their representatives, other participants and the arbitrator will hold the existence, content and result of arbitration in confidence. Nothing in this Section will be construed to preclude either party from seeking provisional remedies, including but not limited to temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights pending arbitration. Actions on Disputes between the parties must be brought in accordance with this Section within two years after the cause of action arises.

9. TERM AND TERMINATION.

9.1 Term. This Agreement will be effective from the date Avaya accepts the order unless terminated earlier in accordance with this Section. Unless a different term is defined in the order or mandated in the applicable SAS or Service Description, Avaya will provide Services for an initial term of one year. Services will be renewed automatically for successive one year terms (unless a longer period is mandated by the applicable SAS or Service Description) applying the then most similar current generally available support plan offering and then current rates, unless either party gives the other written notice of its intent not to renew at least 30 days prior to the expiration of the applicable initial or renewal term. Unless otherwise specified in the SAS or Service Description, Customer may terminate Services in whole or in part upon 30 days written notice subject to the cancellation fees equal to Maintenance Services fees for 12 months or the remaining term, whichever is less.

Either party may terminate this Agreement by written notice to the other party effective immediately upon receipt if the other party fails to cure any material breach of this Agreement within a thirty (30) day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach be cured.

9.2 Termination Notice. Customer's written notice of cancellation or intent not to renew must be sent by: (i) letter via certified mail to the following address: Avaya Inc., Customer Care Center, 14400 Hertz Quail Spring Pkwy, Oklahoma City, OK 73134 Attn: Maintenance Termination; (ii) email to mycontract@avaya.com; or (iii) fax to 800-441-6371. In case of an Avaya Affiliate the notice of cancellation must be sent to the e-mail or address stated on the relevant order.

10. MISCELLANEOUS. Avaya may assign this Agreement or any associated order to any of its affiliated entities or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets used in connection with its performance under this Agreement. Avaya may subcontract any or all of its obligations, but will retain responsibility for them. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials or transportation facilities. The failure of either party to assert any of its rights under this Agreement is not a waiver by that party of its right later to enforce this Agreement in accordance with its terms. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between them relating to that subject matter. It will not be contradicted or supplemented by any prior course of dealing between the parties. All notices under this Agreement and any modifications or amendments to this Agreement must be in writing which in no event shall include any form of electronic communication (such as e-mail).

CUSTOMER LEGAL NAME:

(Signature)

(Print Name)

(Title)

(Date)

**Channel Service Agreement Order Form**

(Utility Version)

Customer Name:	CITY OF HAILEY	Contract #: MR-018983	Page 1 of _____ total pages
Sold To number:	4955558		
Equipment Location Address:		Customer Contact:	Installation Date:
115 S MAIN ST STE C			
City State Zip		Customer Contact Telephone Number:	Services start date*: For new maintenance services orders, Avaya will determine the services start date upon Avaya's acceptance of the order. For maintenance renewal or recast orders, the services start date will be the first billing cycle date following Avaya's acceptance of the order.
HAILEY, ID 83333-8408			

This Order Form is subject to the terms and conditions of the attached General Conditions of Maintenance and Managed Services. However, if there is a Master Purchase/Service Agreement or Customer Agreement that includes Maintenance Services Terms (Attachment D) or Maintenance and Managed Services Terms (Attachment 3) already in effect between the parties, this Order Form shall be subject to the terms and conditions of such agreement.

Customer authorizes Avaya to release information related to inventory and billing for this customer location to the authorized Avaya BusinessPartner/Distributor. This information will enable the Avaya BusinessPartner/Distributor to accurately quote to Customer future Avaya products and services. Unless otherwise specified, this authorization shall remain in effect until the earlier of written notification by the Customer or the termination/expiration of maintenance by the original BusinessPartner whose name appears on this Order Form.

The Maintenance service unit price associated with Call Center Administered Agents and Administered Voice Mail Boxes will remain fixed based on the number of units located at the site at commencement of Maintenance services for that site. Such per unit charge will remain unchanged for the contracted term of maintenance support, independent of quantity changes recorded during true-ups.
 *The Maintenance Services ordered hereunder and the associated billing may commence, in some cases, during the Avaya Product warranty period. Avaya will, at its discretion, perform a true up on no more than a quarterly basis to reconcile future billing on any items which have been added (activated) or removed (deactivated) during the previous period. No credits or cash payments will be issued against previously paid amounts. Service charges for IP ports and certain Communication Manager applications (including but not limited to Wan Spare Processor, Local Spare Processor, Survivable Remote Processor & IP Agents) located at remote customer sites that are priced under the utility pricing methodology will be invoiced at customer's main/media server location. These service charges will be invoiced based on the coverage option and pricing reflected at the main site or location.

Material Codes	Qty	Description	Term in months	Coverage	Monthly or Prepaid	Unit Price	Total Price
700216047	1	PAR ACS PROC MOD R6 103G15	12	81 Full Coverage 8X5	P	\$ 125.76	\$ 125.76
700429426	2	PAR ACS 308EC MOD RHS	12	81 Full Coverage 8X5	P	\$ 62.52	\$ 125.04
700252455	1	PAR MEMRY CARD PCMCIA 12G4 R6 LIC-DS	12	81 Full Coverage 8X5	P	\$ 45.00	\$ 45.00
107092124	2	PAR TELSET MLS 12B WH 7311H05A	12	81 Full Coverage 8X5	P	\$ 20.04	\$ 40.08
107092132	11	PAR TELSET MLS 12B DISP WH 7311H06A	12	81 Full Coverage 8X5	P	\$ 21.48	\$ 236.28
108883257	2	PAR TELSET 18B W/DISP BLK 7311H14G	12	81 Full Coverage 8X5	P	\$ 32.04	\$ 64.08
107092207	1	PAR TELSET MLS 18B WH 7311H01A	12	81 Full Coverage 8X5	P	\$ 23.64	\$ 23.64
108624867	1	PAR MAIL VS R5.0 539C8 2PT	12	81 Full Coverage 8X5	P	\$ 209.04	\$ 209.04
		Total				\$ 668.92	\$ 668.92

Contract must be submitted to Avaya by 01/15/13 to be valid.

Summary:

MPC Code	MPC DESCRIPTION	SMBS	SAP TOTALS	Cov Opt	Term in Months	Prepd or Mthly
178543	Partner ACS	SMBS	\$ 250.80	81	12	P
178544	Partner ACS Software	SMBS	\$ 45.00	81	12	P
178545	Partner Telephones	SMBS	\$ 364.08	81	12	P
179879	Voice Messaging	SMBS	\$ 209.04	81	12	P
	TOTAL		\$ 868.92			

EXT SUP refers to Extended Support which is defined in the Service Agreement Supplement,

Section J or K in the respective SAS document for the maintenance coverage selected.

Other products will be subject to the limitations of Extended Support effective with the end of manufacturer support for that product.

Utility/Support Advantage Summary

Material Codes	Qty	Product Descriptions	Unit Price	Total
		NO PIC CODES FOUND		

Customer signature below indicates customer has read and agrees to the terms and conditions of the applicable agreement.

Customer CITY OF HAILEY	Avaya Inc.
By: (Authorized Signature)	Accepted By:
Typed Name _____ On: (Date) _____	Typed Name _____ On: (Date) _____
Address _____	Address _____
City State Zip _____	City State Zip _____

Business Partner Co. Name: Strategic Products & Services	Business Partner Sales Associate (Preparer): Lynne Zavattaro
Business Partner HQ Address: 300 Littleton Road; Parsippany, NJ 07054	Phone Number: 973-852-5210
Main Telephone #: 888-777-7280	email: lzavattaro@spscom.com
Avaya Siebel Parent ID: 435	Please e-mail electronic copy of this CSA Order form to bpccmtc@avaya.com with format of subject line : BP Name/Customer Name/Sold to
Distribute to: Original (BPCC) Copy 2 (Customer) Copy 3 (Avaya Authorized BusinessPartner)	

CITY OF HAILEY
RESOLUTION NO. 2012-76

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR MAINTENANCE AND
MANAGEMENT SERVICES WITH AVAYA, FOR PHONE SERVICE
MAINTENANCE.

WHEREAS, the City of Hailey desires to enter into an agreement with Avaya under which Avaya will perform and be responsible for maintenance and management of services for the City of Hailey.

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

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

Passed this 1st day of October 2012.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 12/01/2012

DEPARTMENT: Legislative

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve public comment from the City of Hailey to Idaho Housing and Finance Association on the Low Income Housing Tax Credit Program Qualified Plan for 2013

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Correspondence from Michelle Griffith of ARCH

Attached please find the notice of public hearing regarding proposed changes to the QAP which governs the allocation of Low Income Housing Tax Credits for affordable rental housing. This funding was used for both Northwood Place and River Street. Had the proposed changes been in place at the time of these applications, neither project would have been funded. Funding for Evergreen in Ketchum will not be possible under these proposed changes. Section 4.2 of the proposed changes limits the per unit amount of credit and section 10 reduces the impact of non-federal contributions such as the land donated by both Cities for the projects I mentioned.

I plan to attend the hearing and speak against the changes. I am writing to ask that both Ketchum and Hailey also comment, in written form, against the proposed changes. I would be happy to draft letters if you wish. The proposed changes can be found at www.ihfa.org grant programs, multifamily housing, LIHTC, 2013 Draft.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve public comment from the City of Hailey to Idaho Housing and Finance Association on the Low Income Housing Tax Credit Program Qualified Plan for 2013

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)

DATE: September 18, 2012

TO: Interested & Participating Parties

FROM: John R. Sager, Chief Financial Officer
Multifamily Finance Department

SUBJECT: Public Hearing – Proposed changes to the 2012 Low-Income Housing Tax Credit Allocation Plan for the Year 2013

Notice is hereby given that Idaho Housing and Finance Association ("IHFA") will hold a public hearing at its office October 24, 2012, beginning at 9:30 a.m., as required by the amended Internal Revenue Code of 1986. The above referenced office is located at 565 W. Myrtle Street, Boise, Idaho.

The public hearing is being conducted to receive feedback regarding proposed changes to the 2012 Low-Income Housing Tax Credit Program Qualified Allocation Plan ("the Plan") for the year 2013. If approved these changes to the Plan will be effective January 1, 2013, and will govern the next application round which will close February 15, 2013. Low-Income Housing Tax Credits are available to owners of qualified rental projects who are willing to designate at least 20% of the project's units for low-income use. Credit is allocated on a competitive basis in accordance with the state's approved Qualified Allocation Plan.

Interested persons may, prior to the time of the hearing, address comments in writing to the Multifamily Finance Department, Idaho Housing and Finance Association, P.O. Box 7899, Boise, Idaho 83707-1899. Persons desiring to speak at the hearing may do so in person or by telephone. If participating by telephone, please notify IHFA in writing at least 48 hours prior to the hearing. Contact IHFA at the above address, or by fax or email, to the attention of Diana Baker, Tax Credit Program Assistant, Multifamily Finance Department, and provide your phone number so you may be called at the time of the said hearing.

Questions concerning the hearing and related matters, or requests for copies of the Plan, may be directed to Diana Baker, Tax Credit Program Assistant, Multifamily Finance Department, at the above address, or by telephone at (208) 331-4769. Individuals with hearing impairments may call (800) 545-1833, Ext. 400. You may also contact IHFA by fax at (208) 424-7094, or by email at dianab@ihfa.org. A draft of the 2013 Plan is available on the Internet at www.idahohousing.com under Multifamily Housing/Low Income Housing Tax Credits.

Mr. Gerald Hunter

Mr. John Sager

Mr. Ernie Watkins

IHFA

POB 7899

Boise, Idaho 83707-1899

Thank you for the opportunity to comment on the proposed changes to the Low Income Housing Tax Credit Program Qualified Action Plan for 2013. The recently completed River Street Apartments in Hailey were financed in large part by the LIHTC program. It is my understanding that the apartments are already fully leased and there is a waiting list. Many of the residents of River Street were long term Hailey residents who, upon retirement, found they could no longer afford the area. River Street allowed them to return to Hailey where they are able to enjoy the company of their children and grand children.

Recognizing that home prices in Blaine County are extremely high, the City of Hailey has worked to support affordable housing. The land for River Street is leased at 1\$ a year in order to make the project financially feasible. The value of the benevolent lease is \$840,000. Additionally, impact and permit fees were due upon completion of construction rather than when the permits were issued. The project also received private financial support of \$12,000. The proposed changes in section 10.0 would diminish the value of these contributions.

In spite of these contributions to the project, it would not have been awarded credits at all had the proposed changes in section 4.2 which limits the per unit costs to \$17,500 been in place. Seniors living on limited income would be forced out of the area. This seems to be in direct conflict with Fair Housing regulations which require affordable housing to be distributed throughout the State.

I urge you to continue to encourage local support with a more aggressive pointing structure in section 10.0 and to eliminate the per unit limits outlined in section 4.2.

Sincerely,

Fritz X. Haemmerle, Mayor, City of Hailey

AGENDA ITEM SUMMARY

DATE: 10/01/2012 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE:** MHC

SUBJECT:

Motion to approve and authorize mayor to sign the Intent to Participate letter which supports a grant funded update of the Blaine County All Hazards Mitigation Plan.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Blaine County intends to submit a 2013 Pre-Disaster Mitigation Grant Application. The purpose of this grant is to update the County's All Hazard Mitigation Plan (AHMP). Previously the City has been a participant in this plan and as part of the grant application, the City of Hailey is being asked to sign the Intent to Participate letter. This means that the City will be named as a participant in the AHMP and will be eligible, if necessary, for FEMA funding in the event of a disaster. This funding can be vital in time of need.

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	<u>X</u> City Clerk	___ Engineer	___ Building
<u>X</u> City Administrator	___ Planning	<u>X</u> Fire Dept.	___
___ Safety Committee	___ P & Z Commission	___ Police	___
___ Streets	___ Public Works, Parks	___ Mayor	___

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize mayor to sign the Intent to Participate letter for the AHMP update.

FOLLOW-UP REMARKS:

*

City of Hailey

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

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

October 1, 2012

NOTICE OF INTENT OF PARTICIPATION AND ADOPTION

The undersigned, an authorized official of the City of Hailey, hereby endorses this letter of intent to participate in the planning process for the comprehensive revision of the AHMP for Blaine County, pursuant to 44 CFR 201.6(a)(4).

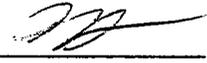
Further, it is the intent of this jurisdiction to eventually adopt the AHMP once it has received pre-adoption approval from both the Idaho Bureau of Homeland Security and FEMA. This jurisdiction will provide the necessary documentation for the formal adoption when requested.

DATED this _____ day of _____, 2012

BY:

Fritz X. Haemmerle, Mayor

AGENDA ITEM SUMMARY

DATE: 10/1/12 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

SUBJECT: FEMA Community Rating System Annual Recertification

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

As a part of our participation in the Floodplain Rating Program we are required to annually provide updated information to FEMA. Jim Zarubica has been performing this task and has submitted this year's recertification information. The Recertification is due on October 1 so this item is ratification of the Mayor's signature to maintain our rating of 7 and provide a savings to those homeowners who require flood insurance.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to ratify Mayor's signature on FEMA Community Rating System Annual Recertification due Oct 1, 2012

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)

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Section 1. Community Data

If there are any changes or corrections to the information in this section, please line out the old item and write in the correction.

Community: Hailey State: ID NFIP Number: 160022

Recertification Date: October 1, 2012

Chief Executive Officer:

Name: ~~The Honorable Rick Davis~~ *Fritz Hammerle* Title: Mayor of Hailey

Address: ~~200 West Front Street, Boise, Idaho 83702~~ *115 S. Main St.
Hailey ID 83333*

CRS Coordinator:

Name: Mr. Jim Zarubica Title: Floodplain Administrator

Address: 115 South Main Street, Hailey, Idaho 83333

Coordinator's Phone: (208) 788-9830 x 17 Fax: (208) 788-2924

Email address: jim.zarubica@haileycityhall.org

We are maintaining, to the best of my knowledge and belief, in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area shown on our Flood Insurance Rate Map.

Section 2. Certification

I hereby certify that this community is continuing to implement the activities noted below as credited under the Community Rating System and described in our original application and subsequent modifications.

Signed: *[Signature]*
~~The Honorable Rick Davis, Mayor of Hailey~~
Fritz Hammerle

Date: 9/24/12

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Section 3. Community Activities

Your community has been verified as receiving CRS credit for the following activities. If your community is still implementing these activities **the CRS Coordinator needs to put his or her initials in the blank and attach the appropriate items**. The numbers refer to the activity number which is found in the CRS Coordinator's Manual. If the word "attached" is used you must provide documentation material for that activity. If no material has been acquired for that activity please explain why there is no material from the past year.

JJ 310 We are maintaining Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area.

JJ 310 We have issued 0 (insert number) permits for new construction and substantial improvements in the Special Flood Hazard Area in the last year.

 310 We have completed and attached the Annual Recertification Data Table (Building Count).

JJ 310 Attached are all finished construction Elevation Certificates for new or substantially improved structures that have been completed in the last year. *[JJ]* Initial here if there have been no new buildings or substantial improvements in the floodplain since the last submittal.

JJ 310 Attached are 0 (insert number) Elevation Certificates for new or substantially improved structures that have been completed in the last year.

JJ 310 We continue to make copies of Elevation Certificates on newer properties available at our present office location. Initial here if your office address has changed in the past year. Please provide new address with this form.

JJ 310 We continue to maintain storage of our records off site.

JJ 320 We are providing Flood Insurance Rate Map information and information on the flood insurance purchase requirement to inquirers. Initial here if the office address or the manner in which requests may be submitted has changed in the last year. Please provide the new office address or manner of submittal with this form.

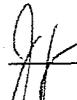
JJ 320 Attached is a copy of the letter sent to the target audience (lenders, insurance agents, and real estate offices) about this service this year, including informing insurance agents about the availability of elevation certificates. Initial here if the information is included in your annual outreach project to the community or is part of your community's outreach projects strategy. Mark the attachment to Activity 330 to show where this service is publicized.

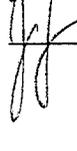
COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

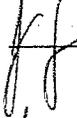
- JF* 320 Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.
- JF* 320 We are continuing to keep our FIRM updated and maintain old copies of our FIRM.
- JF* 330 Attached is a copy of this year's annual outreach project to the community.
- JF* 330 Attached is a description and copy of this year's annual outreach project to floodplain residents.
- JF* 330 Attached is a copy of the additional outreach project(s) we conducted this year.
- JF* 350 Our public library continues to maintain flood protection materials. Initial here if an annual inspection of library materials has been conducted.
- JF* 350 Flood protection information on our web site continues to be maintained and updated. Initial here if the required annual review and update has been conducted.
- JF* 360 We continue to provide flood protection assistance to inquirers.
- JF* 360 Attached is a copy of the document that told others about this service this year. Initial here if the information is included in your annual outreach project to the community or to the flood plain properties, or is a part of our community's outreach projects strategy. Mark the attachment to Activity 330 to show where this service is publicized.
- JF* 360 Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.
- JF* 420 We continue to preserve our open space in the floodplain.
- JF* 430 We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit. Initial here if you have amended your floodplain regulations. Attach a copy of the amendment.
- JF* 430 We continue to enforce our current building code. Initial here if you have amended your building code. Attach a copy of the amendment.
- JF* 430 We continue to employ those staff credited for attaining their CFM, and those who have attended the credited training courses. Initial here if your staff has changed and attach a statement as to the staffing changes.
- JF* 440 We continue to use and update our flood data maintenance system on an annual basis as needed.
- JF* 450 We continue to enforce the requirement that all new buildings outside the SFHA must

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

be elevated above the street or otherwise protected from drainage problems.

 450 We continue to enforce the provisions of our zoning, subdivision and building codes as they pertain to erosion and sediment control and water quality.

 530 We continue to encourage property owners interested in retrofitting their buildings to protect them from flood damage. Initial here if there have been any changes (additions or deletions) to the buildings credited as being flood protected. Attach a description of those changes.

 540 We continue to implement our drainage system maintenance program. Attached is a copy of our updated Standard Operating Procedure used to manage the drainage system.

 540 Attached is a copy of a typical inspection report and a copy of the record that shows that any needed maintenance was performed.

 610 We have maintained and tested our flood threat recognition system.

 610 Attached is a report evaluating how our flood warning program worked during the flood(s) we had this year. Initial here if your community did not have a flood that qualifies for evaluating the program (i.e., a flood that damaged more than 10 buildings, caused more than \$50,000 in property damage, or caused the death of one or more persons).

 610 We tested our warning dissemination equipment and procedures this year.

 610 Attached is a copy of this year's outreach document that told people about the flood warnings and safety measures. Initial here if the information is included in your annual outreach project to the community or to flood plain properties, or is a part of your community's outreach projects strategy. Mark the attachment to Activity 330 to show where the flood warnings and safety measures are explained.

 610 We conducted at least one exercise of our flood response plan this year.

 610 We have completed our annual update of the names and telephone numbers of the operators of all critical facilities affected by flooding.

 630 We continue to enforce the building construction requirements in the area subject to dam failure inundation.

Additional Comments:

NOTICE TO: Lending Institutions and Real Estate and
Insurance Agents

SUBJECT: Flood Insurance Rate Map Zone Information

As a public service, the City of Hailey will provide you with the following information upon request:

- Whether a property is in or out of the Flood Hazard Area (FHA) as shown on the current Flood Insurance Rate Map (FIRM) of the City.
- Additional flood insurance data for a site, such as the FIRM zone and the base flood elevation or depth, if shown on the FIRM.
- We have a handout on the flood insurance purchase requirement that can help people who need a mortgage or loan for a property in the SFHA.
- The City of Hailey maintains elevation certificates for review. ✓
- The City of Hailey updates the Flood Insurance Rate Maps as needed when revisions are made to the maps.

If you would like to make an inquiry, please tell us the street address and, if available, the subdivision, lot and block number. We are open 9:00 am to 5:00 pm, Monday through Friday. Call us at the Planning Office (208) 788-9815, Ext. 21 or drop by the office at 115 Main Street. There is no charge for this service.

Activity 330

Floodplain Outreach

City of Hailey outreach includes an area on the City Website dedicated to floodplain management. The city sends a publication each month to all properties that receive a utility bill (3200 properties). A short piece regarding the upcoming flood season and information on obtaining flood insurance is in the newsletter every February. A letter to all utility bill recipients is included with the utility bills once per year in October or November following Septembers Emergency Preparedness Month activities. This letter goes to all properties that are served with sewer or water services which is well over 90% of the properties in the city limits. A quad fold pamphlet is sent out in late February to the targeted audience of all 413 properties located in the SFHA. Informational seminars are performed on an as needed basis to disseminate information regarding new developments in the floodplain. The last such seminar was in March of 2011.

5-7-12 to 9/4/12

DATE	PROPERTY ADDRESS	TYPE OF ASSISTANCE	FIRM ZONE	NFIP
		(Reason for visit)	(Zone of Address)	(Insurance Requirement Discussed)
5/7/12	2918 (D) side block			
"	"	LOMR Status	Ah	yes
"	Bella Vista 1451	" "	AE	yes
5/10	3170 Woodmonte	LOMR status	AE X	yes
		" "	X	yes
5/22	3170 Woodmonte	" Occurrence	X	yes
5/23	1927 Briarwood	" status	AE	yes
5/23	820 Ponderosa	FPD	Ah	yes
5/27	1511 Bella Vista	FPD	X	yes
5/29	1919 Briarwood	LOMR status	AE	yes
6/5	851 Shamrock	"	Ah-X	yes
6/7	1511 Bella Vista	FPD	X	yes
6/12	1421 Bella Vista	FPD	X	✓
6/19	1320 Blue Lake	FPD	X	yes
6/19		Retrial procedure	X	yes
6/26	850 Shamrock	FPD	X	yes
6/26	Blaine Manor	FPD	X	yes
6/26	2000 2000 Laurelwood	FPD	X	yes
7/11	1421 Bella Vista	LOMR docs	X	
7/14	1919 Briarwood	FPD	X	yes
7/12	1220 Silver Star	FPD	X	yes
7/17	850 Shamrock	FPD - LOMR docs	X	yes
7/13	511 Bella Vista	FPD	AE	yes
7/21	2000 Laurelwood	FPD		
7/31	1927 Briarwood	FPD	X	yes
8/1	1041 Triumph Dr	Variance letter	AE	yes
8/4	811 Ponderosa	FPD	X	yes
8/22	2000 Laurelwood	Letter	X AE	yes
8/16	510 Bella Vista	Letter	AE	yes

**IS YOUR
PROPERTY
LOCATED IN
THE
FLOODPLAIN?**

The City can determine the relationship of a particular property to the floodplain, including: 1) whether the property is located within the Special Flood Hazard Area; 2) Flood Insurance Rate Map (FIRM) Zone for property; 3) Base Flood Elevation for property, if available; and 4) whether the property is located within the floodway. Contact the Hailey Floodplain Administrator at (208) 788-4221 x 17 for further information.

Hailey Floodplain Administrator
Hailey City Hall
115 S Main St
Hailey, Idaho 83333

Phone: (208) 788-4221 x 17
Fax: (208) 788-2924
E-mail: jm.zarubica@haileycityhall.org

**City of Hailey
Floodplain
Information**





Big Wood River photo: Wood River Land Trust

FLOODPLAINS

Floodplains are a natural component of the Wood River valley environment that help reduce flood damage and protect resources. Floodplains are scenic, valued wildlife habitat, and suitable for farming.

Maintaining the flow capacity in streams that cross City properties requires cooperation and assistance to prevent flooding and bank erosion.

The City regulates the floodplain in order to protect property and lives, while allowing City citizens the ability to obtain floodplain insurance.

To minimize damage to structures during flood events, the City requires all new construction, including remodels, in the floodplain to meet floodplain construction standards. Additionally, all other types of development within the floodplain also require a floodplain development permit, such as grading, cut and fill. City staff are available to review flood, drainage and sewer issues.

FLOOD INSURANCE

The City of Hanley participates in the National Flood Insurance Program (NFIP) that makes available federally backed flood insurance for all structures, whether or not they are located within the floodplain. NFIP imposes a 30-day waiting period, so residents should purchase insurance before the onset of the spring run-off to ensure coverage during the flooding season.

Membership within NFIP requires the City to manage its floodplain in ways that meet or exceed standards set by FEMA. NFIP insures building with two types of coverage: structural and contents. Structural coverage includes walls, floors, insulation, furnace and other items permanently attached to the structure. Contents coverage may be purchased separately to cover the contents of an insurable building.

Federal financial assistance requires the purchase of flood insurance for buildings located within the Special Flood Hazard Area (SFHA) — a requirement that affects nearly all mortgages financed through commercial lending institutions. This mandatory requirement stipulates that structural coverage be purchased equal to the amount of the loan, or for the

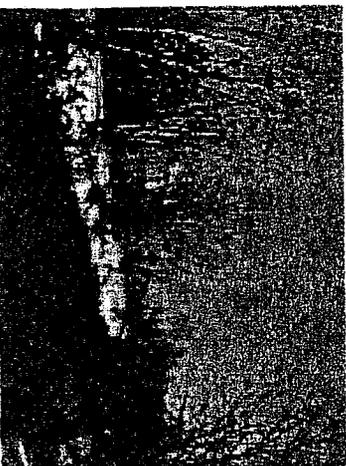
maximum amount available, which is currently \$250,000 for a single family residence. Not all lending institutions required flood insurance in the past. Today, however, most institutions are now requiring the flood insurance purchase, and some are reviewing all mortgage loans to determine whether flood insurance is now required. Upon refinancing a loan, nearly all lending institutions will enforce the flood insurance requirement.

FLOOD SAFETY TIPS

The City has flood warning information available that can be accessed by calling them at (208) 788-9830 x17, or through their Web site at: <http://www.hanleycityhall.org>. The Web site includes information about sandbag locations and ways to listen to the National Weather Service.

Following is a list of important considerations that should be followed during times of flooding:

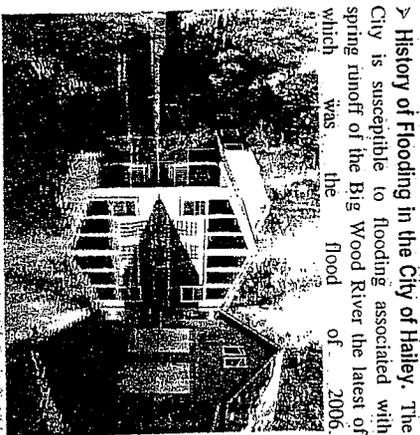
- Prepare an evacuation plan*
- Do not walk through flowing water*
- Do not drive through a flooded area*
- Stay away from power lines and electrical wires*
- Shut off gas and electricity and move valuable contents upstairs*
- Look out for animals, especially snakes*
- Look before you step*
- Be alert for gas leaks*



Big Wood River near Robin Hood Dr. photo: Senja Humstman

ARE YOU PREPARED FOR A FLOOD IN YOUR NEIGHBORHOOD?

YOU ARE RECEIVING THIS BROCHURE BECAUSE YOUR PROPERTY IS IN OR NEAR A SPECIAL FLOOD HAZARD AREA.



> History of Flooding in the City of Hailey. The City is susceptible to flooding associated with spring runoff of the Big Wood River the latest of which was the flood of 2006.

> Determine if your property is located in an area subject to flooding. The following areas have a known potential for flooding:

- Della View
- Cedar Bend
- Broxford Estates
- Birdwood

What should you do before a flood?

- > This is not a complete list of areas that are within flood zones, but rather a list of areas with documented flooding problems. A property located within a flood zone does not necessarily have flooding problems. If your neighborhood is not listed, your property may still be within a flood zone, as designated by Federal Emergency Management Agency (FEMA) maps. Upon request, the Floodplain Administrator at (208) 788-9830 x17, will make free flood zone determinations for properties within the City. If located in an "A" Zone, your property is within the Special Flood Hazard Area (SFHA), which is an area that has been determined to have the potential for flooding caused by a 100-year storm. The building department also maintains elevation certificates for many properties within the city which are also available for review.
- > **Purchase flood insurance on your property.** Flooding is not covered by a standard homeowner's insurance policy. A separate flood insurance policy is required to cover damages incurred by flooding. Coverage is available for the building itself as well as for the contents of the building. The City of Hailey participates in the National Flood Insurance Program (NFIP) that makes available federally backed flood insurance for all structures, whether or not they are located within the floodplain. Note that there is a 30-day waiting period before coverage goes into effect. More than 25 percent of NFIP claims are filed by properties located outside the 100-year floodplain, also known as the Special Flood Hazard Area (SFHA). Contact your insurance agency for more information.
- > **Maintain drainage channels and pipes free of obstruction and debris.** The City of Hailey performs cleaning and maintenance activities on the drainage channels and pipes in City easements & rights-of-way in accordance with an established schedule and other standard operating procedures. Residents are encouraged to assist in maintaining the drainage in their areas by removing or reporting obstructions (such as shopping carts, leaves, debris, trash, etc.). Keeping drainage channels free of obstructions reduces flooding in the event of heavy rains. By way of City ordinance, it is illegal to dump trash, leaves, landscape debris, paint, grease,

or any other material into any portion of the City's drainage system. Such dumping can have devastating impacts on water quality in addition to causing flooding. To report obstructions or illegal dumping, or for questions regarding drainage system maintenance, please contact the Public Works Department at (208) 788-9830 x22.

- > **Protect your property from the hazards of flooding and wind.** Various methods may be used to minimize flooding. If the floor level of your property is lower than the "Base Flood Elevation" (elevation of the 100-year flood, based on the FEMA maps), consider elevating your structure, if possible. Brochures discussing flood proofing and other mitigation measures are available in Hailey City Hall and Hailey Public Library. If a flood is imminent, property can be protected by sandbagging areas subject to the entry of water into living spaces. Valuables and furniture may also be moved to higher areas of the dwelling to minimize damages. The City of Hailey will make site visits to provide one-on-one advice to a property owner regarding flooding and drainage issues on private property. We also have site specific information for some parcels within Hailey. For more information, please contact the Public Works Department at (208) 788-9830 x22.

- > **Meet improvement requirements.** The National Flood Insurance Program (NFIP) requires that if the cost of reconstruction, additions, or other improvements to a building equals or exceeds 50% of the building's market value, then the building must meet the same construction requirements as a new building. Substantially damaged buildings must also be brought up to the same standards. For example, a residence damaged so that the cost of repairs equals or exceeds 50% of the building's value before it was damaged must be elevated above the base flood elevation. Please contact the Building Department at (208) 788-9815 x16 for more information.

- > **Meet permitting requirements.** All development within the city requires a permit. Always check and fulfill permitting requirements with the Building Department at (208) 788-9815

x16 and/or the Floodplain Administrator at (208) 788-9830 x17 before you build on, alter, fill, or re-grade on any portion of your property and/or within any easement or right-of-way. Also, contact either of the numbers above to report any suspected permitting violations.

- > **Keep an emergency supply.** Non-perishable food, water, batteries, flashlights, a manual can opener, and a battery-operated radio should be kept available.



What should you do during a flood?

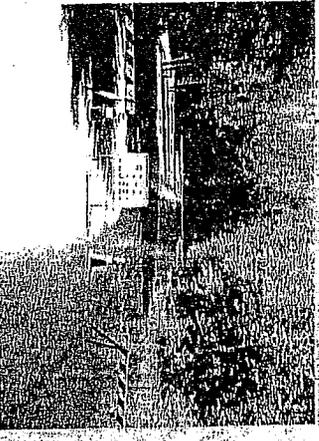
- > If your property is in imminent danger of flooding, please contact Idaho Power at (800) 488-6151 or Intermountain Gas at (877) 777-7474 to request that your power and natural gas be shut off, or for guidance on how to do it yourself. These numbers may also be contacted regarding any other electrical or natural gas emergencies.
- > Tune-in to local commercial radio or television stations (KECH - 95.3 FM or KSKI - 103.7 F M or NOAA Weather Radio (frequency 162.450) Watch and Warning Bulletins and corresponding emergency instructions. Evacuations are called for, it is imperative that you follow instructions in the time frame noted.
- > If dangerous flooding conditions are imminent, avoid driving a vehicle if possible. Do not attempt to drive or wade through deep pockets of water or running washes. Unstable banks should be avoided.
- > Develop an evacuation plan for your family.
- > Avoid low-lying areas. Seek shelter in the highest areas possible.

What should you do after a flood?

Listen to the radio for emergency instructions.

Avoid driving if possible.

Follow established procedures for property damage repairs.



Select a contractor who is licensed in his trade. Verify that contractors are licensed before signing or agreeing to any repair contracts. It is also recommended that you verify certification of liability and workman's compensation insurance. Complaints against licensed contractors may be referred to the appropriate licensing agency.

Require your contractors to obtain the proper permits for work being performed. Permits are required for any permanent improvement (including roofing, siding, additions, alterations, etc.) to a structure and for site work such as grading, filling, etc. Permits are required even if a homeowner is doing the work himself.

Questions about permits or contractor licensing may be addressed to the City of Hailey Building Department at (208) 788-9815 x16.

Recognize the natural and beneficial functions of floodplains to help reduce flooding. Floodplains are a natural component of the environment. Understanding and protecting the natural functions of floodplains helps reduce flood

damage and protect resources. When flooding spreads out across the floodplain, its energy is dissipated, which results in lower flood flows downstream, reduced erosion of the streambank and channel, deposition of sediments, higher in the watershed and improved groundwater recharge. Floodplains are scenic, valued wildlife habitat and suitable for farming. Poorly planned development in floodplains can lead to streambank erosion, loss of valuable property, increased risk of flooding to downstream properties and degradation of water quality.

For more information about flood safety or the NFIP, please note the following:

- <http://www.haileycityhall.org>
- www.flooded-ert.com
- www.floodcross.org
- www.farm.gov/hazard/flood
- 1-888-FLOOD29

This information is provided by the City of Hailey and is applicable to properties within the limits of the City. If you reside in a jurisdiction other than the City of Hailey, contact your regulatory authority for information. If you believe you received this notice in error or if you no longer own this property, please contact the City of Hailey Floodplain Administrator at (208) 788-9830 x17 or via U.S. mail.

City of Hailey Floodplain Administrator
115 So. Main St., Suite H
Hailey, ID 83333





OUR TOWN

Sustaining Hailey's Community

March 2012
Issue No. 102

Visit us online at
www.haileycityhall.org

Mayor's Message

Hailey 2012 Survey Results

A professional survey was conducted in January, 2012 to seek the opinion of residents, businesses, employees and employers about city services and proposed projects. The purpose of the survey is to assist Hailey officials to better understand the attitudes and opinions about existing and potential city amenities and areas of service.

The survey results can guide the Mayor and City Council and staff in prioritizing capital improvements and delivery of city services. Certain projects entail safety related improvements that will factor into the city's priorities and may not be reflected in the citizen's opinions. City staff is even now working with the survey results in preparing department priorities for the city's annual goal setting workshop to be held in March.

The survey was tabulated by the professional firm Richard Caplan & Associates, who concluded that "Hailey residents and business persons continue to be satisfied with city government services and support a majority of the 29 capital improvement priorities the city has listed for the future." The survey results are compared to the results of a similar 2009 survey, and show a slight increase in support for the capital improvement priorities, from an average score of 2.94 to 3.11 satisfaction level. A higher degree of satisfaction in services was shown as well, as the 29 services that were rated increased from a 3.56 to a 3.66 satisfaction level.

You will find the entire survey under "Announcements" on our homepage – www.haileycityhall.org. A quick summary here lists the top ten projects important to you:

- 1) rebates for water conservation;
- 2) reduction of pesticide and chemical use;
- 3) installation of holiday lighting in the downtown;
- 4) improved access to trails;
- 5) more walking or biking paths;
- 6) renewable power development;
- 7) increased energy efficiency of city fleet and buildings;
- 8) access to local ski facilities;
- 9) E Myrtle Street improvements from Main to the bike path;
- 10) more paths and trails for recreation.

The survey results show that you are highly satisfied with the location, service, and comfort of the library. You would like improvement in:

- 1) condition of alleys;
- 2) condition of sidewalks;
- 3) trash, water and sewer rates;
- 4) pedestrian safety;
- 5) snow plowing; and
- 6) city website.

A total of 242 completed surveys, compared to 456 in 2009, were received and tabulated. We thank you for your responses, which provides statistically valid results within a seven percent margin of error.

City Council Decisions on Woodside Project Coming in March Meetings



Open House
CONSTRUCTION AHEAD

Woodside Blvd.
Construction Project
Details of Impacts for
Woodside Residents

April 4, 2012, 4:30-7:00 pm
Woodside Elementary
Cafeteria

Calendar

Important dates

City Council.....	3/05/12, 3/12/12, 3/19/12
Hailey Arts Commission.....	3/01/12
Historic Preservation Commission.....	3/27/12
Hailey Library Board.....	3/21/12
Hailey Urban Renewal Agency.....	3/14/12
Parks & Lands Board	3/06/12
P&Z Commission.....	none
Tree Committee.....	3/08/12

March Events at Hailey Library

www.haileypubliclibrary.org

March 13th, 6-7:30 pm; "Slow Cooker Cooking 101" The Hunger Coalition and Nurture will present a free course at the library. Emphasis is placed on preparing lean protein and strategies to stretch your food dollars. Call 788-2036 to pre-register and receive a free slow cooker if you have not already received one. (one slow cooker per family)

March 15th, 6:30-7:30 pm: Scholar Matthew Haynes joins the "Let's Talk About It" book club to discuss Refuge by Terry Tempest Williams. A library card is not necessary to participate.

March 17th 1:00 pm "It's time for the reaping... can you survive" The library will be presenting a Hunger Games program. You must pre-register. Only 12 tributes can play! For grades 6th-12.

Back by popular demand: Family Gaming Day @ Hailey Public Library. Join us Sat. March 24th from 1:00-3:00pm.

Fun for the Whole Family: Board games, Card games, Legos, and Computer games!

Who is the Mystery Reader? Beginning February 23rd, join us for 5 Thursdays from 6:30 to 7:15pm. Each week a surprise guest reader from our community will read a couple chapters from an exciting Mystery Cliffhanger! Who will the Mystery Reader be? What will happen next in the book? This program is geared for K-3rd graders.

March 20th at 6:00 pm Gretchen Anderson (the chicken lady) will return. The presentation will be held in City Hall's Council Chambers. Gretchen will give a power point presentation on buying baby chicks and chicken coops etc.

Public Works

Water Billing Clerk Leaves Hailey After More than 4 Years of Service

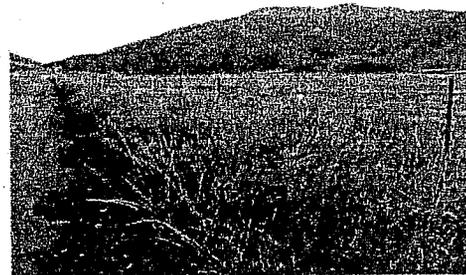
Trina Isaacs, Hailey's Utility Billing Clerk has served the City of Hailey and its citizens since January 2008. As Hailey implemented its metered billing rates, Trina explained the rate changes to many customers, helped identify leaks and adjustments to accounts when leaks were repaired. In addition to her role at City Hall, Trina became active in Kiwanas Club and is currently serving as President of that club. She also has served as an ambassador for the Hailey Chamber of Commerce. Trina is moving to Oregon and will be missed. Stepping into her role will be a former Hailey employee, Shellie Gallagher.



Community Development

Quigley Annexation Public Hearings

The City Council began public hearings on a revised Quigley Canyon annexation plan on January 23, 2012 and **continued the public hearing to April 30, 2012** at which time a water rights appraisal and fiscal impact analysis will be presented and discussed. Further public hearing on general topics related to the Quigley matter is set for May, 2012.



LIBRARY EVENTS

LIBRARY EVENTS

ATTENTION WOODSIDE RESIDENTS

The Woodside Boulevard project will be constructed in its entirety this year – from April to late 2012. Sign up for email construction updates and traffic info and provide contact information for someone in your household in case we need to reach you. (If you do not have email, please provide other means of reaching you.) Return this form with your utility bill payment (or mail it separately to City of Hailey, 115 S Main St., Hailey, ID 83333); fax it to 788-2924 or drop it off at City Hall. Sign up online by going to <http://www.haileycityhall.org/publicworks/engineering/WoodsideBlvd.asp>.

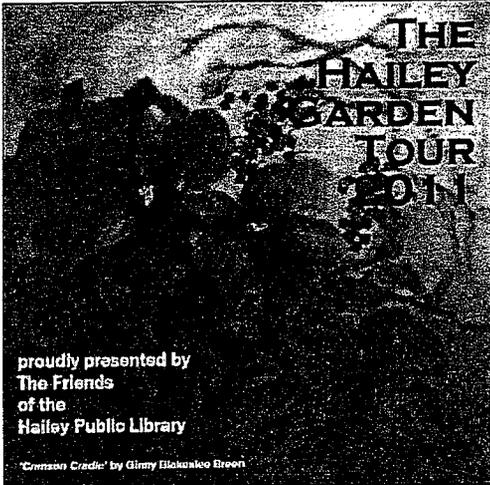
Name: _____ Street Address: _____
Cell ph: _____ Home ph: _____ Work ph: _____
Email: _____ Secondary Email: _____

You can always contact us directly for more information:
Tom Hellen, Public Works Director 788-9830

Heather Dawson, City Administrator 788-4221

Friends of the Hailey Public Library Seek Volunteers

The Friends of the Hailey Public Library is a long-standing non-profit organizations whose volunteer members raise money and advocate literary awareness on behalf of the Hailey Public Library. Known primarily for their famous



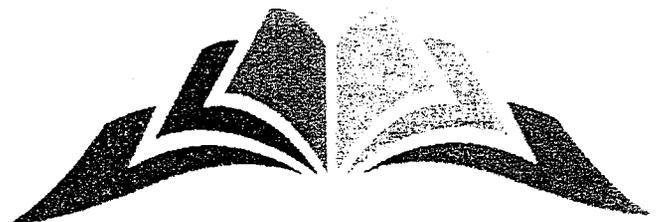
Hailey Garden Tour, which showcases gardens within different Hailey neighborhoods every year, the Friends of the Hailey Public Library is one of the town's cornerstones of identity and pride.

This important group needs new members. Membership has dwindled within the non-profit organization sufficiently to put the 25-year old Hailey Garden Tour at risk. We urge any citizens who are interested in carrying on this legacy to commit some volunteer hours on a short term, seasonal, or long-term basis. Please call Friends Vice President Geegee Lowe at 720-7395 or the Hailey Public Library at 788-2036 for information about how you can bring new creativity and vibrancy to this important organization.

Some of the past successes of the Friends of the Hailey Public Library include:

- Raising awareness and support for the acquisition of the **Fox/Brown building as the permanent home of the Hailey Public Library** and City Hall. Purchased in 1993 with a successful G/O bond, the building cost an outrageously low \$40 per square foot in the cornerstone downtown location, which price was offered by the philanthropic generosity of Janet Brown.
- Conducting the annual Friends of the Hailey Public **Library Book and Bake Sale in October** of each year, which raises money each year in a venue priceless for its treasures with a blend of books, magazines, and sweets in a festive fall atmosphere
- In addition to these annual events, the Friends of the Hailey Public Library have contributed a list of items from 1994-2010. In 2011, they provided the new computers patrons now enjoy.

- 1994 - Bookshelves for the new library building
- 1995 - Flower Beds
- 1996 - Air Conditioning, Pac Srarions
Staff Computer training
- 1997 - Books
- 1998 - Computer room desks
Library Staff training
- 1999 - Computers
- 2000 - Technology
- 2001 - 6 Wing Back Chairs
Reading Room
- 2002 - Fish Tank
Books & Kids Videos
- 2003 - Library Expansion
\$17, 209
- 2004 - Computers, Folding chairs &
Holder
- 2005 - Computers, New Orleans
Katrina Donation
Encyclopedia Britannica
- 2006 - Story hour Supplies, furniture,
cushions, Tables & Rug
- 2007 - Chairs & Tables for Reading
areas, Window Shades.
Large Print Books
- 2008 - Kids Books, Staff Training
Summer Reading
- 2009 - Library Shelving, Technology,
Staff training Summer Reading
- 2010 - Photo Monitor, Shelving,
Summer Reading, Staff Training



Why Should I Get Flood Insurance?

- If you do not have flood insurance, do not wait for the next flood to apply. There is a **30-day application waiting period** before the National Flood Insurance Program (NFIP) coverage takes effect, however it is common to have delays of up to 60 days if any part of the application is incomplete. Contact your insurance agent for more information on rates and coverage.
- Homeowner's insurance policies do not cover damage from floods. However, because the City of Hailey participates in the National Flood Insurance Program (NFIP), you can purchase a separate flood insurance policy. This insurance is backed by the Federal Government and is available to everyone, even for properties that have been previously flooded.
- Some people have purchased flood insurance because the lender requires it as part of their mortgage or home improvement loan. Usually, these policies just cover the building's structure and not the contents. During a flood, there is usually more damage to the furniture and contents than there is to the structure. Therefore, if you are covered, check out the amount and make sure you have contents coverage.
- Even people who are not located in the "official" flood plain may be susceptible to flooding and may purchase flood insurance.

If you have questions about whether you are in a floodplain the City of Hailey is able to provide basic information for you to



review. Please call the Public Works Department at 788-9830 for more information.

Save the Date!

Don't miss these All-New Hailey Events for 2012:

- ◆ ArborFest - May 5
- ◆ Skatepark Grand Opening - June 23
- ◆ Intermountain Professional Rodeo Association Finals - Labor Day Weekend Sept 1 and 2, 2012

Hailey Police Continue Dog Control Measures for Dogs-At-Large



The Hailey Police Department continues its effort to reduce dogs-at-large within our community. Please let us know if we've made a difference.

Dog-owners, take a quick look at your pets' records to make sure licenses and vaccinations are up to date. Community health risks increase with unvaccinated dogs.

Fire Department

2011 Hailey Firefighter of the Year Earns 20-Year Service Award

Scott Miley joined the Hailey Fire Department as a volunteer firefighter in January 1992. He continues after 20 year to be one of the department's most valuable members. In December he was awarded the 2011

Hailey Fire Department Firefighter of the Year. The award is given to that firefighter who demonstrates exemplary enthusiasm and dedication toward emergency services in Hailey. Miley has responded to house fires, wild fires, rescue and recovery operations, and all other types of emergencies. He is one of five members of the Hailey Fire Department who now has contributed over 20 years of service to the community.



Miley's family has a long history within the Wood River Valley since the mid-1970's. A 1983 graduate of Wood River High School, Miley is deeply vested in our community, owning his own business and raising two daughters here with his wife Jane Rosen.

The Hailey Volunteer Fire Department consists of men and women who are not full time employees, but who have the dedication necessary to train for and respond to all manner of emergencies twenty-four hours a day, 365 days a week. The department currently has 22 volunteers. In the recently tabulated 2012 Hailey Community Survey, the Hailey Fire Department f you are interested in volunteering, please contact the Department at 788- 3147.



Spring Flood Awareness

Every spring the potential for flooding is a concern. The City of Hailey has an Emergency Preparedness Team ready to meet this challenge, alongside our citizens. We are watching the river level and snowmelt rates to determine when action may be necessary.

In the City of Hailey our focus is on the Della View subdivision along the river. Our experience from 2006, when snowpack was 150% of normal and we experienced record flooding, has been put to good use. We learned how changes in the river and the developed areas in west Hailey have changed the flood patterns that used to impact China Gardens, but now create more intense flooding in the areas downstream. As of March 18, 2009 the snowpack is at 83% of normal.

If the river level rises to a point of extreme concern the City of Hailey will issue immediate press releases and post information on the homepage of our website: www.haileycityhall.org.

Please see the following links to learn more about snowpack and the Big Wood River heights and flow:

For current river levels:

<http://waterdata.usgs.gov/nwis/uv?13139510>

For a Big Wood Basin Summary:

<http://www.usbr.gov/pmts/rivers/awards/snotel>

For individual Snotel station reports:

<ftp://ftp.wcc.nrcs.usda.gov/data/snow/update/id.txt>

For spring flood forecasts:

<http://www.srh.noaa.gov/data/BOI/ESFBOI>

If you have questions regarding this article you may contact either:

Tom Hellen, PE

Public Works Director

788-9830 X 14

Mike Chapman, BS, EFO

Fire Chief

788-3147

Attachment B

City of Hailey, Idaho

Drainage Ditch Inspection Report

Date: 5/27/12 Inspector: Jim Zarubica

Type of Inspection: Semi-Annual Complaint/Inquiry Post Flood

I have inspected the following surface drainage ditches and found them as noted.

Tail Race Canal Ditch

No Problem Problem Found

Notes: _____

Sawmill Canal Ditch

No Problem Problem Found

Notes: _____

Woodside Subdivision Drainage

No Problem Problem Found

Notes: _____

AGENDA ITEM SUMMARY

DATE: 10-1-12 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: _____

SUBJECT:

Request for approval of the Sun Valley Ski Education Foundation Ski Swap to be held at the Hailey Armory on Saturday, October 6, 2012 from 8:30 a.m. to 7:30 p.m.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Sun Valley Ski Education Foundation Ski Swap and authorize the Mayor to sign.

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 # _____

DECISION

Based on the Application for a Special Event Permit for the October 2012 Sun Valley Education Ski Foundation Ski Swap, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.

Other Conditions

DATED this 1st day of October, 2012.

CITY OF HAILEY

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, City Clerk

AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the 2012 Sun Valley Ski Education Foundation Ski Swap that will occur on Saturday, October 6, 2012 from 8:30 am to 7:30 pm., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a security services deposit established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and

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

employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 1st day of October, 2012.

APPLICANT:

By: _____

(please sign and print name and title, if applicable)

CITY OF HAILEY:

By: _____

Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

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EMAIL TO DEPT HEADS: _____
 HFD: _____ CERT INSURANCE: yes ✓
 HPD: _____ STR CLOSURE: 30
 HBLDG: _____ BARRICADE MAP: NO
 HENG: _____ CATERING PERMIT: NO
 HPD SEC: _____ AMPL PERMIT: NO
 SIGN PERMIT: NO

RECEIVED
 SEP 20 2012

SPECIAL EVENT PERMIT APPLICATION

BY: 9090

EVENT NAME: Sun Valley Ski Education Foundation Ski Swap

LOCATION FOR EVENT (Be specific e.g., Hop Pole Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):

Public Property Private Property
HAILEY ARMORY

III. EVENT SCHEDULE

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

Date(s) of Event	Hours	Estimated # of Attendees
<u>Oct 6, 2012</u>	Start Time: <u>8:30</u> End Time: <u>7:30</u>	One Hour Interval: All Day: <u>175</u>
<u>Set-up 10-4</u>	Start Time: <u>8:00</u> End Time: <u>5:00</u>	One Hour Interval: All Day:
<u>Date of Set-Up to 5</u>	Start Time: <u>9:00</u> End Time: <u>17:00</u>	
<u>Date of Tear Down 10-7</u>	Start Time: <u>9:00</u> End Time: <u>noon</u>	

IV. FEES

Special Event Permit Application Fee \$125 125
 Events that meet the following criteria may be exempted from Park Rental Fee by resolution of the City Council:
 Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators. Tax Exempt # _____
 Promoted locally and regionally within the state and the northwest.
 Per Day Park Rental Fee \$200 _____
 Tax (on park rental fees only) 6% _____
 Security Services Deposit _____
TOTAL DUE 125

V. ORGANIZATION INFORMATION

Sponsoring Organization: Sun Valley Ski Education Foundation
 Applicant's Name: Elise Stelling Title: Chair Volunteer
 Address: P.O. Box 3073 City: Ketchikan State: IA Zip: 83346
 Telephone Day: 720-3487 Evening: 720-3487 FAX: _____
 Applicant Driver's License #: FA110826H EMAIL: stellinge@cox.net
 Federal Tax #: 82-0264946 State Tax #: 0006093

VI. EVENT INFORMATION

New Event: Yes _____ No Annual Event: Yes No _____ Years Operating 25
 Event Category: Commercial Noncommercial
 Estimate of Gross Ticket Sales & Revenues (commercial event only): _____
 Description of Event: Sale of new + used ski gear and clothing

Additional Details: _____
 Updated: 8/23/2012 (Attach any additional pages needed)

VII. INSURANCE REQUIREMENTS

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

Insurance Company: USSA Agent Name: Lanette Phone: 435-647-2019

HOLD HARMLESS CLAUSE

Permittee (organization/applicant) shall indemnify and hold harmless the City of Hailey, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the permitted activity or the conduct of Permittee's operation of the event if such claim (1) is attributable to personal injury, bodily injury, disease or death, or to injury to or destruction of property, including the loss of use there from, and (2) is not caused by any negligent act or omission of willful misconduct of the City of Hailey or its employees acting within the scope of their employment.

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned.

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Street Closures & Access / Parade (if yes) • Street Closure for Special Event Application and detailed map listing areas of closure, parade route is required. <i>An ITD permit is required for Main Streets.</i> • Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol Served (Free of Charge) (name of provider)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Canopies/Tents/Membranes/Temporary Structures. (Number & Size(s)) City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 200 sq. ft.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
#	0	Security (detail who, number of officers, times. Attach plan) <u>Volunteer Security at Doors</u>			Food/Beverages will be served (List Caterers):
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Medical Services (Circle) First Aid and/or EMS Services *Determination of EMS services is dependent on event size and type Who is providing this service: _____			Vendors items sold/ solicitation <u>LOCAL VENDORS and public items of new and used ski gear and clothing for sale</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)			Booths: Profit / Non-Profit
#	0	Electricity / Generators (Size _____) Attach detailed electrical plan.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Activities / Entertainment (Agenda) Other equipment or entertainment.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lighting plan, attach plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Gray Water Barrel / Grease Barrel (circle/detail # and locations)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stages (Number and Size(s) _____)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitation -Trash bins, <u>Dumpsters</u> , Recycle (circle/detail # and locations) <u>1 M NE of Bldg</u>	#		Barricades. How many Identify locations and attach logistics map
#	0	Portable Toilets / Wash Stations (Quantity ADA Regular _____)			EVENT estimated attendance: <u>175</u> Number of staff working event: <u>3</u> Number of volunteers working event: <u>35</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Drinking / Washing (circle)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Amplified Sound Permit-the allowable sound decibel level - (90) dB maximum

I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event. In the event the deposit exceeds the actual charges, the City Clerk shall refund the balance to the applicant.

Event Organizer's Signature: Elise Stelling Date: 9-18-12

AXIS 8000(08/10)	CERTIFICATE OF INSURANCE	09/19/2012
PRODUCER American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 48783		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	CANCELLATION
CITY OF HAILEY BLAINE COUNTY HAILEY, ID 83333	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 