

AGENDA ITEM SUMMARY

DATE: October 15, 2012 DEPARTMENT: Community Development DEPT HEAD: M Austin

SUBJECT:

Motion to approve Resolution 2012-77, ratifying the contract with the Idaho Division of Building Safety for building inspection services.

AUTHORITY: _____ IAR _____ City Ordinance/Code Title 10.08.040
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

At the October 1st, 2012 meeting council authorized staff to negotiate and finalize the contract with the Idaho Division of Building Safety (DBS) for building inspection services. Based on the rates and terms discussed at the council meeting, staff meetings and conference calls with DBS, the contract has been finalized and signed by both parties.

Suds will begin his first day Monday Oct. 15th at 8 am.

Comments: Depending on building activity, staff projects that the overall budget outcome will be in accordance with our current budget projections.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS Caselle # _____
Budget Line Item Comm. Dev. Dept. and Bldg division_ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Micah Austin, Comm. Dev. Dir. Phone # 208-488-9815 ext 13

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve Resolution No. 2012-77 authorizing the Building Codes Services Agreement with the Idaho Division of Building Safety 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
Copies (all info.): _____
Instrument # _____

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

**CITY OF HAILEY
RESOLUTION NO. 2012-77**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH
IDAHO STATE DIVISION OF BUILDING SAFETY**

WHEREAS, the City of Hailey desires to enter into an agreement with Idaho State Division of Building Safety (DBS) under which DBS will perform building permit services to the City of Hailey.

WHEREAS, the City of Hailey and DBS have agreed to the terms and conditions of the Building Codes Services Agreement, 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 Building Codes Services Agreement between the City of Hailey and DBS and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of October, 2012.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

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

This BUILDING CODES SERVICES AGREEMENT BETWEEN THE IDAHO DIVISION OF BUILDING SAFETY AND THE CITY OF HAILEY (hereafter "Agreement") is made and entered into this _____ day of _____, 2012, by and between the Administrator of the Idaho Division of Building Safety or his duly authorized designee (hereafter "Division"), having its main office at 1090 East Watertower Street, Suite 150, Meridian, Idaho 83642 and the City of Hailey, Idaho, by and through its authorized representative (hereafter "City") having its main office at 115 Main Street South, Suite H, Hailey, ID 83333. The Division and the City may hereafter collectively be referred to as "Parties".

WITNESSETH:

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

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

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

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

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

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

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

1 DELEGATION OF AUTHORITY

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

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

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

2 SCOPE OF SERVICES/ DIVISION RESPONSIBILITIES

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

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

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

permit holder and the City, and order correction of any such violation; and verifying that the City has approved the issuance of a Certificate of Occupancy prior to the delivery of such.

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

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

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

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

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

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

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

the performance of and not inconsistent with this Agreement.

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

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

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

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

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

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

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

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

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

3 SCOPE OF SERVICES/ CITY RESPONSIBILITIES

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

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

3.3 Revenue Allocation.

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

Seventy-five percent (75%) of all commercial and residential building permit fees collected by the City each month under Hailey Municipal Code § 15.08.020(E)(1) ("Building Permit Fee").

Seventy-five percent (75%) of all commercial and residential building plan review fees collected by the City each month under Hailey Municipal Code § 15.08.020(E)(2) ("Plan Review Fee").

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

3.3.2 Notwithstanding any fees paid to the Division in accordance with its allocated share identified above, the parties agree that the Division shall be guaranteed at least the amount of fifteen thousand dollars (\$15,000) as minimum compensation for all services provided pursuant to, and through the term of, this agreement. Should the total of all monthly remittances of fees to the Division over the entire term of this agreement amount to less than fifteen thousand dollars (\$15,000), the difference shall be payable by the City to the Division on October 1, 2013.

3.3.3 Fifty percent (50%) of each Building Permit Fee owed to the Division in accordance with its allocated share shall be remitted to the Division no later than the twenty-fifth (25th) day of the month following the issuance of the building permit. The remaining fifty percent (50%) of each Building Permit Fee owed to the Division in accordance with its allocated share shall be remitted

to the Division no later than the twenty-fifth (25th) day of the month following the final inspection for such permit.

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

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

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

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

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

4. TERMINATION

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

4.2 Either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party. In the event the City terminates this agreement for any reason, Division shall be entitled to compensation for the services performed per the provisions outlined above up to the effective date of termination. The Division shall be responsible to deliver all records produced during the term of this Agreement to the City prior to the effective date of the termination of this Agreement.

5 PERIOD OF PERFORMANCE

5.1 This Agreement shall become effective immediately upon the approval of the Hailey City Council or the date of the last signature set forth below, whichever event occurs last, and shall remain in effect until October 1, 2013 or until an earlier termination as provided above in Section 4.

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

6 DEFAULT

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

7 LIABILITY TO THIRD PARTIES

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

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

8 MISCELLANEOUS

8.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Idaho.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

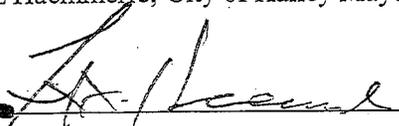
To the City at: 115 Main Street South, Suite H,
Hailey, ID 83333

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

DIVISION OF BUILDING SAFETY:
C. Kelly Pearce, Administrator

CITY OF Hailey:
Fritz Haemmerle, City of Hailey Mayor

By: 

By: 

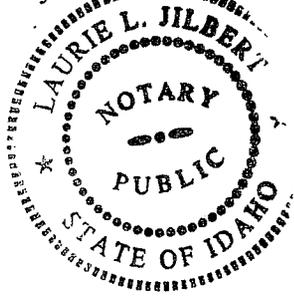
Date: 10-9-12

Date: 10/12/12

STATE OF IDAHO)
) ss.
County of Ada)

On this 9th day of OCTOBER, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared C. KELLY PEARCE, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same for the purposes therein mentioned.

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



Laurie L. Gilbert
Notary Public for C. KELLY PEARCE
Residing at BOISE IDAHO
Commission expires: 6-26-2018

STATE OF IDAHO)
) ss.
County of Blaine)

On this 12th day of October, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Fritz Haemmerle, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same for the purposes therein mentioned.

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

Fritz Haemmerle
Notary Public for Fritz Haemmerle
Residing at Hailey ID
Commission expires: 9/8/2014

AGENDA ITEM SUMMARY

DATE: 10/15/12 DEPARTMENT: PW/Police DEPT. HEAD SIGNATURE: *OK*

SUBJECT: Use of the Wastewater Treatment Plant property for storage of towed cars by Advanced Towing through October 31, 2013 - authorizing Resolution 2012-78

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Use of the Wastewater Treatment Plant property for storage of towed vehicles began in 2009 as a time saving measure during snow removal. At that time the location of Advanced Towing's storage lot changed from in Hailey to Glendale Rd. This meant a longer trip time and a reduction in how many vehicles could be removed during snowplowing times. This process has worked extremely well in aiding our snowplowing work resulting in better performance including less time spent repaving streets.

Roger Parker, Wastewater Superintendent, has no complaints about this activity and it causes no additional work on his part. Police Chief Gunter agrees that this arrangement is a time saver for his department.

The fee for the use of the wastewater plant will be examined this year with the intent of revising the rental fee.

A copy of the agreement recommended to be renewed is attached.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2012-78, authorizing an extension through October 31, 2013 of towing and impound contract with Advanced Towing to allow vehicles which are towed by direction of city officials to be stored at the Woodside Wastewater Treatment plant in exchange for a fee from the towing company of \$100/month. ~~_____~~

ADMINISTRATIVE COMMENTS/APPROVAL:

advtowing@gmail.com - email final agreement

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

Draft 12-30-03

TOWED VEHICLE STORAGE LEASE AGREEMENT

THIS TOWED VEHICLE STORAGE LEASE AGREEMENT ("Agreement") is made and entered into this _____ day of October, 2012 by and between CAMPEAU ENTERPRISES, INC., an Idaho corporation, dba ADVANCED TOWING AND RECOVERY ("Lessee") and CITY OF HAILEY, a municipal corporation ("Lessor").

The parties hereto covenant and agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following described premises: Sewer Plant in South Woodside, Hailey, Idaho ("Leased Premises").
2. USE OF PREMISES. The Leased Premises may be used and occupied by Lessee only for storage of towed vehicles and for no other purpose or purposes without Lessor's prior written consent. Lessee shall store towed vehicles in areas designated by Lessor on the Leased Premises and shall be allowed access to any stored towed vehicles. Only Lessee and Lessee's employees and agents shall be allowed to access the Leased Premises for the sole purpose of storing and removing the stored towed vehicles. Lessee's access to the Leased Premises is limited to the area of storage of the towed vehicles and to the most direct access route to the stored towed vehicles.
3. LEASE TERM. The term of this Lease shall commence on November 1, 2012, and expire at midnight on October 31, 2013 ("Lease Term").
4. RENTAL. On or before the first day of every month after the Effective Date, Lessee shall pay to Lessor as minimum rent for the Leased Premises during the Basic Term, without offset or deduction, the sum of One-hundred Dollars (\$100.00) per month, regardless whether Lessee uses the Leased Premises. Lessor shall not be responsible for collection of charges from owners of towed vehicles. A towed vehicle may only be stored for a maximum of thirty (30) days, at which time Lessee is responsible to remove the towed vehicle from the Leased Premises.
5. INSURANCE. During the Lease Term, Lessee shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability and property damage of the Lessee, written by a responsible insurance company licensed to do business in Idaho, insuring against liability for claims of damage because of injury to persons and property and for death of any person or persons occurring in or about the Leased Premises. Such policy shall provide insurance against property damage in an amount not less than \$1,000,000.00 and bodily injury with limits of not less \$1,000,000.00 per person and \$2,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of Hailey are increased pursuant to the Idaho Tort Claims Act (*Idaho Code §§ 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to Lessor. Lessee shall also secure and maintain at least the statutory amounts of automobile liability insurance for all vehicles accessing the Leased Premises

and worker's compensation in accordance with the laws of the State of Idaho. Upon request by Lessor, the Lessee shall provide Lessor evidence of acceptable insurance.

6. LESSOR'S ACCESS TO LEASED PREMISES. Lessor and its designees shall have the right to enter the Leased Premises at all reasonable hours, and in emergencies at all times, (a) to inspect the Leased Premises, (b) to make repairs, additions or alterations to the Leased Premises, and (c) for any lawful purpose.

7. EXCULPATORY CLAUSES.

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

7.2. Indemnification. Lessee agrees to indemnify, defend and save Lessor harmless from and against any and all claims arising out of any act or omission or negligence of Lessee related to towed vehicle storage, its contractors, licensees, agents, servants, or employees or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Leased Premises or any part thereof, from and against all costs, expenses, and liabilities incurred in connection with any such claim or proceeding brought thereon. Lessee shall have the duty to appear and defend any such demand, claim, suit or action on behalf of Lessor, without cost or expense to Lessor.

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

to the Lessor at:

Advanced Towing and Recovery
P O Box 1094
Ketchum, ID 83340

or to the Lessee at:

City of Hailey
115 Main Street South, Suite H
Hailey, Idaho 83333

or to such other address as Lessor or Lessee may from time to time designate by notice to the other, which shall then become a new address of the party who shall give such notice.

TOWED VEHICLE STORAGE LEASE AGREEMENT/2

9. HOLDING OVER AND SURRENDER.

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

9.2. Obligations of Lessee on Surrender. On the last day or sooner termination of the Lease Term, Lessee shall quit and surrender the Leased Premises, in good condition and repair (reasonable wear and tear, and damage by act of God excepted), together with all alterations, additions, and improvements that may have been made in, to, or on the Leased Premises.

10. MISCELLANEOUS PROVISIONS.

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

10.2. Time of Essence. Time is of the essence of each term and provision of this Agreement.

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

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

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

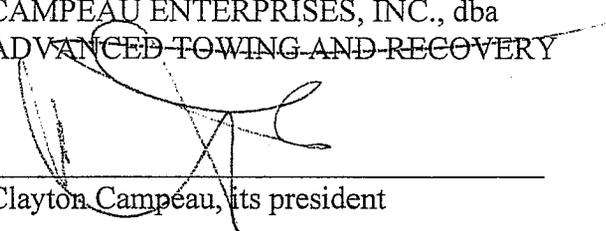
10.6. Authority. Each signatory agrees that he or she has full authority and consent to sign this Agreement.

10.7. Severability. The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Towed Vehicle Storage Lease Agreement the day and year first above written.

LESSEE:

CAMPEAU ENTERPRISES, INC., dba
~~ADVANCED TOWING AND RECOVERY~~



Clayton Campeau, its president

LESSOR:

CITY OF HAILEY

By _____
Fritz X. Haemmerle, Mayor

ATTEST:

By _____
Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 10/15/12

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to ratify payment to S. Erwin Excavation for Bullion St. sidewalk replacement of \$33,082.50, an increase above the previously authorized \$31,061.50.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Council authorized payment at a previous meeting for approximately \$31,000. Since then two change orders were required to address issues with access; additional concrete at the midpoint of the raised sidewalk area to provide better access and revisions to the handrail at this access point to comply with building code.

(previously approved with resolution 2012-59)

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:

Approve the additional payment to S. Erwin Excavation for the changes I during construction for access.

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 # _____

Invoice

DATE	INVOICE #
9/28/2012	12-452

BILL TO
City of Hailey Street Dept. P.O. Box 945 Hailey, ID 83333

PROJECT	TERMS
Bullion Street Improvement	Net 30

ITEM	DESCRIPTION	Est Amt	Prior Amt	Prior %	QTY	RATE	Curr %	Total %	AMOUNT
Bid Item	1. Stripping and grubbing asphalt removal; 71 sq. yds. at \$10.00/sq. yd.	710.00			71	10.00	100.00%	100.00%	710.00
Bid Item	2. Stripping and grubbing concrete removal; 127 sq. yds. at \$10.00/sq. yd.	1,270.00			127	10.00	100.00%	100.00%	1,270.00
Bid Item	3. Excavation and embankment; 99 cu. yds. at \$30.00/cu. yd.	2,970.00			99	30.00	100.00%	100.00%	2,970.00
Bid Item	4. 6" Vertical curb and gutter; 107 LF at \$31.90/LF.	3,413.30			107	31.90	100.00%	100.00%	3,413.30
Bid Item	5. Concrete sidewalk; 96 sq. yds. at \$82.55/sq yd.	7,924.80			96	82.55	100.00%	100.00%	7,924.80
Bid Item	6. Saw cut asphalt; 148 LF.	296.00				296.00	100.00%	100.00%	296.00
Bid Item	7. Saw cut concrete; 15 LF.	150.00				150.00	100.00%	100.00%	150.00
Bid Item	8. Asphalt paving; 71 sq. yds.	2,485.00				2,485.00	100.00%	100.00%	2,485.00
Bid Item	9. 3/4" Leveling Course; 199 sq. yds.	1,313.40				1,313.40	100.00%	100.00%	1,313.40
Bid Item	10. 2" Minus Base Course; 71 sq. yds.	710.00				710.00	100.00%	100.00%	710.00
Bid Item	11. Traffic control; Lump sum.	1,000.00				1,000.00	100.00%	100.00%	1,000.00
Bid Item	12. Install A.D.A. Sound Board; 2 at \$175.00 each.	350.00			2	175.00	100.00%	100.00%	350.00
Bid Item	13. Adjust manhole/drywell lid and concrete collars	750.00				750.00	100.00%	100.00%	750.00
Bid Item	14. Install tree grates with new frames; 7 at \$125.00 each.	875.00			7	125.00	100.00%	100.00%	875.00
Bid Item	15. Hand Rail; 60 LF at \$85.00/LF.	5,100.00			60	85.00	100.00%	100.00%	5,100.00
Bid Item	16. Mobilization.	500.00				500.00	100.00%	100.00%	500.00

Thank you for your business!!

Sales Tax (6.0%)

Contractor Registration # RCE-29489

Total

Phone #	Fax #
(208)788-6346	(208)788-5732



187 Sluder Drive
 P.O. Box 1112
 Bellevue, ID 83313

Invoice

DATE	INVOICE #
9/28/2012	12-452

BILL TO
City of Hailey Street Dept. P.O. Box 945 Hailey, ID 83333

PROJECT	TERMS
Bullion Street Improvement	Net 30

ITEM	DESCRIPTION	Est Amt	Prior Amt	Prior %	QTY	RATE	Curr %	Total %	AMOUNT
Bid Item	17. Remove and reset irrigation, 1 Valve Box; Lump sum.	200.00				200.00	100.00%	100.00%	200.00
Bid Item	18. 40 LF of 6" Vertical Curb as per Item A11 on Sheet 2.	1,044.00			40	26.10	100.00%	100.00%	1,044.00
	Note: Bond fee, if required: \$625.00								
	Extras:								
Extra	1. Saw cut for extra asphalt removal					135.00			135.00
Extra	2. Remove and dispose of asphalt.					85.00			85.00
Extra	3. Prep base for patch.					180.00			180.00
Extra	4. Tree Removal					200.00			200.00
Extra	5. 29 sq yd Asphalt Patch					1,015.00			1,015.00
Extra	6. Extra step by Kolman Concrete					406.00			406.00

Handwritten: 100-70-7/15/12

Thank you for your business!!

Contractor Registration # RCE-29489

Sales Tax (6.0%) \$0.00

Total \$33,082.50

Phone #	Fax #
(208)788-6346	(208)788-5732

AGENDA ITEM SUMMARY

DATE: 10-09-12 DEPARTMENT: Police DEPT. HEAD SIGNATURE: jg/nw

SUBJECT:

Motion to approve Resolution 2012-79, authorizing Letter of Agreement with Friedman Memorial Airport for code enforcement services at the airport.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

With the elimination of officers at the airport FMA Manager Rick Baird has proposed an agreement that will pay for two hours of code enforcement a week. The code enforcement officer will observe terminal gates, monitor taxi services, parking in front of the terminal and other related services. The code enforcement will be provided by our code enforcement officer, which recently became a 40 hour a week job.

Comments: The code enforcement position is already funded; this agreement will increase revenue approx. \$3,200.00 a year.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2012-79, authorizing the Police Chief to enter into a Letter of Agreement with FMAA.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2012-79**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A LETTER OF AGREEMENT WITH
FRIEDMAN MEMORIAL AIRPORT AUTHORITY.**

WHEREAS, the City of Hailey desires to enter into a Letter of Agreement with Friedman Memorial Airport to provide code enforcement services at Friedman Memorial Airport.

WHEREAS, the City of Hailey and Friedman Memorial Airport have agreed to the terms and conditions of the Letter of Agreement, 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 Letter of Agreement between the City of Hailey and Friedman Memorial Airport and that the Hailey Police Chief is authorized to execute the attached Agreement,

Passed this 15th day of October, 2012.

City of Hailey

Hailey Police Chief

ATTEST:

Mary Cone, City Clerk

LETTER OF AGREEMENT

September 13, 2012

Chief of Police
Jeff Gunter
City of Hailey
115 S. Main Street
Hailey, ID 83333

Re: Code Enforcement Officer

Dear Chief Gunter:

This letter serves as our agreement for the City of Hailey ("Hailey") to provide code enforcement services to the Friedman Memorial Airport Authority ("FMAA").

1. Scope of work. In addition to its normal patrols, at FMAA's request, Hailey will provide a police officer for code enforcement services including, but not limited to, observation of terminal gates, monitoring of ground transportation providers' activities and other related services for up to two hours per week.
2. Term. This agreement will commence on October 1, 2012 and will extend until either party, with 30 days written notice, serves notice that it intends to modify or terminate the code enforcement relationship.
3. Compensation. FMAA agrees to reimburse Hailey for the code enforcement officers' hourly wages and employer overhead. The code enforcement officer shall log in when he or she arrives at the Airport and shall log out at the time they leave. In addition, the code enforcement officer shall note any unusual or noteworthy occurrences during that time frame.
4. Billing Procedure. Hailey will provide the FMAA with an invoice following each month in which it provides services. FMAA agrees to pay in 30 days or less from the invoice date.
5. Indemnification. FMAA agrees to indemnify, defend and hold harmless Hailey from and against any and all losses, claims, suits, damages, expenses or liabilities that are served against Hailey resulting from the negligence of FMAA, its employees and agents. Hailey agrees to indemnify, defend and hold harmless FMAA and Blaine County from and against any and all losses, claims, suits, damages, expenses or liabilities that are asserted against FMAA or Blaine County as a result of the negligence of Hailey.

City of Hailey Police Department

By _____
Jeff Gunter, Chief of Police

FMAA

By 
Rick Baird, Friedman Memorial Airport Manager

AGENDA ITEM SUMMARY

DATE: 10-15-12 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: _____

SUBJECT:

Request for approval of the Crosstoberfest Idaho to be held at the Old Cutters Park on Friday, October 26th from 4:00 p.m. to 9:00 p.m. and Saturday, October 27, 2012 from 11:00 p.m. to 4:00 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"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input checked="" type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Crosstoberfest Idaho 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
Copies (all info.): _____
Instrument # _____

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

DECISION

Based on the Application for a Special Event Permit for the October 2012 Crosstoberfest Idaho, 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 15th 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 Crosstoberfest Idaho to be held at the Old Cutters Park on Friday, October 26th from 4:00 p.m. to 9:00 p.m. and Saturday, October 27, 2012 from 11:00 p.m. to 4:00 p.m., 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

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

harmless the City and its officers and 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 15th 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

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



HFD: CERT INSURANCE: YES
 HPD: STR CLOSURE: NO
 HBLDG: BARRICADE MAP: NO
 HENG: CATERING PERMIT: NO
 HPD SEC: AMPL PERMIT:
 SIGN PERMIT: NO

BY: _____

SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Crosstoberfest Idaho

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

Public Property Private Property Old Cutters Park

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
10/26/2012	Start Time: 4:00 End Time: 9:00	One Hour Interval: <u>500</u> All Day: <u>all day</u>
10/27/2012	Start Time: 11:00 End Time: 4:00	One Hour Interval: <u>500</u> All Day: <u>all day</u>
Date of Set-Up <u>10/26</u>	Start Time: <u>9:00</u> End Time: <u>-</u>	
Date of Tear Down <u>10/28</u>	Start Time: <u>10:00</u> End Time: <u>2:00</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 #: Road and Dirt 501(c)3 #
- Promoted locally and regionally within the state and the northwest.

Per Day Park Rental Fee \$200 400.00

Tax (on park rental fees only) 6% 24.00

Security Services Deposit _____

TOTAL DUE 549.00

V. ORGANIZATION INFORMATION

Sponsoring Organization: Road and Dirt, LLC

Applicant's Name: Tanya Olson / Nancy Glick Title: Owner / Partner

Address: 411 N. Main City: Hailey State: ID Zip: 83813

Telephone Day: 208-788-9184 Evening: 208-721-1220 FAX: _____

Applicant Driver's License #: FA101698K EMAIL: nancy@thepixelbakery.com

Federal Tax #: 1359A State Tax #: _____

VI. EVENT INFORMATION

New Event: Yes _____ No Annual Event: Yes No _____ Years Operating 8

Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): \$15,000

Description of Event: Cyclocross race and beer festival * beer will be sold

Additional Details: _____

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: road and dirt insurance Agent Name: on file with city Phone: _____

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) <ul style="list-style-type: none"> 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 Street.</i> Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alcohol Served (Free of Charge) (name of provider) Power House / Road and Dirt
			<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
#	3	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.			Food/Beverages will be served (List Caterers): Power House
#		Security (detail who, number of officers, times. Attach plan)			Vendors items sold/ solicitation Power House
<input type="checkbox"/>	<input 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: _____			
<input type="checkbox"/>	<input type="checkbox"/>	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)	#	4	Booths: Profit / Non-Profit non-profit
#	2	Electricity / Generators (Size _____) Attach detailed electrical plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Activities / Entertainment (Agenda) competitive bike race Other equipment or entertainment
<input type="checkbox"/>	<input 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 type="checkbox"/>	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stages (Number and Size(s) _____) flatbed truck
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations)	#		Barricades. How many identify locations and attach logistics map none anticipated
#	6	Porta Toilets / Wash Stations (Quantity ADA Regular) 2ADA 4regular	#		EVENT estimated attendance: ¹⁰⁰⁰⁰ _____ Number of staff working event: ²⁰ _____ Number of volunteers working event: ⁴⁵ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Drinking / Washing (circle)	<input checked="" type="checkbox"/>	<input 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: [Signature]

Date: 10/4/12



CERTIFICATE OF LIABILITY INSURANCE

HAILE-2 OP ID: BU

DATE (MM/DD/YYYY)

10/04/12

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ketchum Branch Bisnett Insurance Inc. PO Box 5567 Ketchum, ID 83340 Betty Urbany	208-726-8866	CONTACT NAME:	
	208-726-8491	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Philadelphia Insurance Comp	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
Hailey Chamber of Commerce
PO Box 100
Hailey, ID 83333

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PHPK714302	05/01/12	05/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK859329	05/01/12	05/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Crosstoberbfest Oct 26 -27th Cutters Park Hailey Id

CERTIFICATE HOLDER HAILEYC City of Hailey Shellie Rubel Box 945 Hailey, ID 83333	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Betty Urbany

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10/15/12

AGENDA ITEM SUMMARY

DATE: ~~10-4-12~~ DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: _____

SUBJECT:

Request approval for the Hailey Halloween Hoopla on Main Street between River and 1st Ave. to be held on Wednesday, October 31, 2012 during the hours of 3:00 p.m. to 6:00 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"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input checked="" type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Hailey Halloween Hoopla 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 Hailey Halloween Hoopla, 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 Hailey Halloween Hoopla that will occur on Wednesday, October 31, 2012 from 3:00 pm to 6:00 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 employees, in their

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

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



CERT INSURANCE:
 HPD: STR CLOSURE:
 HBLDG: BARRICADE MAP:
 HENG: CATERING PERMIT:
 HPD SEC: AMPL PERMIT:
 SIGN PERMIT:

RECEIVED
 SEP 19 2012
 BY: #1788

SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Hailey Halloween Hoopla

LOCATION FOR EVENT (Be specific e.g., Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):
 Public Property Private Property
Main Street and adjacent businesses between River and 1st Ave.

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
October 31, 2012	Start Time: 3:00 End Time: 6:00	One Hour Interval: All Day: 1700 - 2200
	Start Time: End Time:	One Hour Interval: All Day:
Date of Set-Up	Start Time: — End Time: —	
Date of Tear Down	Start Time: — End Time: —	

IV. FEES

Special Event Permit Application Fee \$125 125.00
 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 125.00

V. ORGANIZATION INFORMATION

Sponsoring Organization: Hailey Chamber of Commerce and SVMA South Valley Merchants Alliance
 Applicant's Name: Becca Lowe / Kim Gordin Title: Chamber Office Mgr / SVMA
 Address: Box 100 City: Hailey State: Id Zip: 84333
 Telephone Day: 788 - Evening: _____ FAX: _____
 Applicant Driver's License #: _____ EMAIL: _____
 Federal Tax #: _____ State Tax #: _____

VI. EVENT INFORMATION

New Event: Yes _____ No Annual Event: Yes No _____ Years Operating 5
 Event Category: Commercial Noncommercial
 Estimate of Gross Ticket Sales & Revenues (commercial event only): _____
 Description of Event: Trick or Treating all Businesses along Main Street and 1st Avenue. Hailey Costume Contest next to Janes.
 Additional Details: _____

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: Philadelphia Agent Name: Bisnett, Prop. Phone: 726-8866

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
	X	Street Closures & Access / Parade (if yes) <ul style="list-style-type: none"> 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 Street.</i> Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods. 		X	Alcohol Served (Free of Charge) (name of provider)
				X	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
#		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.		X	Food/Beverages will be served (List Caterers):
#	X	Security (detail who, number of officers, times. Attach plan) <i>HPD to assist @ street crossings</i>		X	Vendors items sold/ solicitation
	X	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: _____			
	X	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)	#	X	Booths: Profit / Non-Profit
#	X	Electricity / Generators (Size _____) Attach detailed electrical plan.		X	Activities / Entertainment (Agenda) Other equipment or entertainment
	X	Lighting plan: attach plan		X	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	X	Gray Water Barrel / Grease Barrel (circle /detail # and locations)		X	Stages (Number and Size(s) _____)
	X	Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations)	#	X	Barricades. How many identify locations and attach logistics map
#	X	Porta Toilets / Wash Stations (Quantity ADA Regular _____)	#		EVENT estimated attendance: _____ Number of staff working event: _____ Number of volunteers working event: <u>20</u>
	X	Water Drinking / Washing (circle)			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: Reggie Lowe Date: 9/10/2012

10/15/12

AGENDA ITEM SUMMARY

DATE: ~~10-4-12~~ DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: _____

SUBJECT:

Request approval for the Holiday Antique Market at the Hailey Armory to be held on Friday, Saturday, and Sunday, December 28th through December 30th the hours on Friday and Saturday will be from 9:00 a.m. to 6:00 p.m. and Sunday from 9:00 a.m. to 5:00 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"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input checked="" type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Holiday Antique Market 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
Copies (all info.): _____
Instrument # _____

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

DECISION

Based on the Application for a Special Event Permit for the December 2012 Holiday Antique Market, 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 Holiday Antique Market that will occur on Friday, Saturday and Sunday, December 28th through December 30th on Friday and Saturday from 9:00 am to 6:00 pm and on Sunday from 9:00 am to 5:00 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.

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

The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and 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

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



HPD: CERT INSURANCE: NO
 HBLDG: STR CLOSURE: NO
 HENG: BARRICADE MAP: NO
 HPD SEC: CATERING PERMIT: ?
 AMPL PERMIT: —
 SIGN PERMIT: —

RECEIVED
 SEP 17 2012
 BY: _____

SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Holiday Antique Market

LOCATION FOR EVENT (Be specific e.g., Hop Porter 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
Dec. 28, 29	Start Time: <u>9 am</u> End Time: <u>6 pm</u>	One Hour Interval: <u>50</u> All Day: <u>500?</u>
Dec. 30	Start Time: <u>9 am</u> End Time: <u>5 pm</u>	One Hour Interval: <u>50</u> All Day: <u>500?</u>
Date of Set-Up <u>Dec 27</u>	Start Time: <u>7 am</u> End Time: <u>6 pm</u>	
Date of Tear Down <u>Dec 30</u>	Start Time: <u>4 pm</u> End Time: <u>12 pm</u>	

IV. FEES

Special Event Permit Application Fee \$125 125.00

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 125.00

V. ORGANIZATION INFORMATION

Sponsoring Organization: Hailey's Antique Market

Applicant's Name: Y. Alee Marsters Title: manager / founder

Address: PO. Box 2727 City: Hailey State: ID Zip: 83333

Telephone Day: 720-1146 Evening: 720-1146 FAX: NA

Applicant Driver's License #: _____ EMAIL: haileyantiques@aol.com

Federal Tax #: Note State Tax #: 000 884 325-S

VI. EVENT INFORMATION

New Event: Yes No _____ Annual Event: Yes No _____ Years Operating this year

Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): _____

Description of Event: Holiday ^{Small} Inside Antique Show at Armory with same Antique Dealers that do summer shows here.

Additional Details: would like to have a non profit wine/snacks on opening evening Fri. - 42 - .28. Would use a local wine or food

Updated: 8/23/2012

(Attach any additional pages as needed)

animal shelter? money go to cause? (Mule show / SV. Brewie) food

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: Farm Bureau Agent Name: Norm Funk Phone: 788-3529

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 Street.</i> • Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alcohol Served (Free of Charge) (name of provider) Possible? <i>Bentley local charity</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) ✓
#	<i>NO</i>	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.			Food/Beverages will be served (List Caterers): ? <i>Might have snacks w/ wine? Albetons</i>
#		Security (detail who, number of officers, times. Attach plan) <i>None - lock doors.</i>	<input checked="" type="checkbox"/>		Vendors items sold/ solicitation <i>Antique Dealers that do the Hailey July 4th & Labor Day Shows.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Medical Services (Circle) <u>First Aid</u> and/or EMS Services *Determination of EMS services is dependent on event size and type. Who is providing this service: _____			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)	<i>#12?</i>		Booths: Profit Non-Profit <i>local Non Profits & Ant dealers.</i>
#		Electricity / Generators (Size _____) Attach detailed electrical plan. <i>Inside Armory</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Activities / Entertainment (Agenda) Other equipment or entertainment <i>NA</i>
<input type="checkbox"/>	<input type="checkbox"/>	Lighting plan: attach plan <i>NA</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Signs or Banners: sign permit may be required by the City Planning and Zoning Department <i>like summer</i>
<input type="checkbox"/>	<input type="checkbox"/>	Gray Water Barrel / Grease Barrel (circle /detail # and locations) <i>NA</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stages (Number and Size(s)) <i>NA</i>
<input type="checkbox"/>	<input type="checkbox"/>	Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations) <i>NA</i>	#		Barricades. How many identify locations and attach logistics map <i>NA</i>
#		Porta Toilets / Wash Stations (Quantity ADA Regular) <i>NA</i>	#		EVENT estimated attendance: <u>See</u> or less daily Number of staff working event: <u>3</u> Number of volunteers working event: <u>0</u>
<input type="checkbox"/>	<input type="checkbox"/>	Water Drinking / Washing (circle) <i>NA</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Amplified Sound Permit-the allowable sound decibel level - (90) dB maximum <i>NA</i>

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: Y. Alec Mat Date: 9-15-12

ALLEN & COMPANY LLC

711 FIFTH AVENUE · NEW YORK, N.Y. 10022 (212) 832-8000

MANDY TAVAKOL
MANAGING DIRECTOR
EXECUTIVE DIRECTOR
SUN VALLEY CONFERENCE

October 2, 2012

Chief Jeff Gunter
Hailey Police Department
City of Hailey
115 Main Street South
Suite H
Hailey, ID 83333

Dear Chief Gunter:

On behalf of Allen & Company, I would like to thank you and your team for your help in making the 30th annual Sun Valley Conference a success.

We are pleased to make a contribution of \$5,000.00 to benefit the Hailey Police Department.

With gratitude and best wishes,



MT/sw
Enclosure

VENDOR NAME		CHECK NO.	CHECK DATE
HAILEY POLICE DEPARTMENT		39618	10/02/2012
INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	NET AMOUNT
10/01/2012	CONTRIBUTION	2012-SVC	5,000.00
TOTALS			\$5,000.00

THE FACE OF THIS CHECK IS PRINTED BLUE. THE BACK CONTAINS A SIMULATED WATERMARK

ALLEN & COMPANY LLC
 711 FIFTH AVENUE · NEW YORK, N.Y. 10022

JP Morgan Chase, N.A.
 New York, NY

CHECK NO.	CHECK DATE
39618	10/02/2012

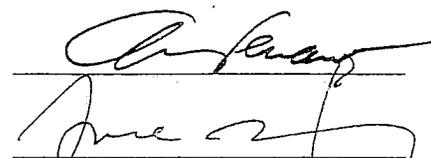
PAY THIS AMOUNT
*****\$5,000.00

1-2/210

Pay FIVE THOUSAND DOLLARS AND ZERO CENTS

To the order of

HAILEY POLICE DEPARTMENT
 115 MAIN STREET, SUITE C
 HAILEY ID 83333



 Authorized Signature