

AGENDA ITEM SUMMARY

DATE: 11/04/2013

DEPARTMENT:

DEPT. HEAD SIGNATURE:

SUBJECT:

Contract for Services with Hailey Chamber of Commerce

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached contract for service is the same as last year's contract, except that it allows monthly, rather than quarterly, payments to the Chamber of Commerce.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2013-77 authorizing a contract for services with Hailey Chamber of Commerce, in the amount of \$61,000.

FOLLOW-UP REMARKS:

*

**CITY OF HAILEY
RESOLUTION NO. 2013-77**

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

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

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

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

Passed this 4th day of October, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACT FOR SERVICES
(City of Hailey and the Hailey Chamber of Commerce)

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into this _____ day of November, 2013, by and between the CITY OF HAILEY, an Idaho municipal corporation (hereinafter referred to as "Hailey") and the Hailey Chamber of Commerce, an Idaho non-profit corporation (hereinafter referred to as "Chamber").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

1. Consideration. In consideration for providing the services described herein, Hailey agrees to pay Chamber the maximum sum of SIXTY ONE THOUSAND DOLLARS (\$61,000). Subject to the terms and conditions set forth herein, monthly installments shall be made within the fiscal year on or before November 25, 2013, and continuing on the 25th day of each month thereafter until October 25, 2014.

2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2013, until September 30, 2014.

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

A. Hailey Business Promotion and Special Events Support and Marketing. The Chamber shall provide services to operate, manage, provide and supervise the distribution of visitor information to the general public and provide professional marketing services to promote the Hailey area in accordance with this Agreement. The Chamber shall advertise Hailey businesses in multi-media. The Chamber shall continue to market, promote and advertise for current special events in Hailey, including but not limited to Arborfest, the Fourth of July activities, Northern Rocky Folk Festival, a Professional Bull Riding event, the IMPRA Finals Rodeo, and Trailing of the Sheep. The Chamber shall actively strategize the development of new events and/or the expansion of existing events. The Chamber shall coordinate existing and/or new events between the chambers of commerce in other Blaine County municipalities to avoid scheduling conflicts with different events. (Maximum payment \$23,000)

Action Items:

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

Reporting items:

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

B. Visitor Services. The Chamber shall provide literature, advertising, staff, supplies, equipment and support associated with an educational awareness program designed to promote the Hailey area as a destination for visitors. The Chamber shall develop, arrange and pay for the costs of printing, and distribute the literature necessary to promote the Hailey area to visitors. The Chamber shall also travel to and identify and conduct activities and programs encouraging potential visitors to use the Hailey area as a destination. The Chamber shall coordinate its activities in coordination with other visitor promotional entities. The Chamber shall occupy space at the Welcome Center/Visitors Center and provide advertising for Hailey businesses, and brochures, maps and similar promotional materials for Hailey businesses for visitors. The Chamber shall also provide professional relocation and information packets for distribution by mail and other means. The Chamber shall offer information and answer all inquiries from visitors and the general public and shall produce adequate supplies of brochures, pamphlets, fact sheets, and similar materials that can be handed out or mailed, free of charge to the public. (Maximum payment \$35,000)

Action Items:

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

Reporting Items:

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

C. Town Improvement. The Chamber shall coordinate the downtown Main Street flower basket program. (Maximum payment \$3,000)

Action Items

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

Reporting Items:

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

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

A. Budget. Within thirty (30) days after the execution of this Agreement, the Chamber shall submit a final operating budget for the Chamber, which is satisfactory to Hailey, for the fiscal year 2013/2014, showing income, expenses and particular fund balances. The operating budget shall contain sufficient information and detail to permit meaningful review by the public.

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

C. Monthly Reports. The Chamber shall provide Hailey a monthly report of a) all written and oral inquiries received, b) all information distributed, c) the Chamber's activities and expenditures related to the LOT, and d) a listing of the vendors providing services and/or materials and the amount of each LOT expenditure during the term of this Agreement, beginning on October 15, 2013, and continuing on the fifteenth business day of every month thereafter until October 15, 2014. The monthly reports shall be submitted to Hailey for the purpose of justifying and receiving monthly payments.

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

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

F. Retention of Records. The Chamber agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Hailey, at its own expense, may review or audit the financial transactions undertaken by the Chamber under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of the Chamber.

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

6. Record of Funds. In order to insure proper financial accountability, the Chamber shall maintain accurate records and accounts of all funds received from Hailey, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours, on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to the Chamber by Hailey shall be expended solely for operations and activities in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other Chamber activities or purposes other than for operations and activities in conformance with this Agreement.

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF HAILEY

**HAILEY CHAMBER OF
COMMERCE**

Fritz X. Haemmerle, Mayor

President

ATTEST:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 11/04/13 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve Resolution 2013-78, approving five (5) contracts with Sluder Construction, Inc. for assistance with snow removal activities for the 2013/2014 snow season.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Attached are five (5) agreements for Sluder Construction to assist with snow removal efforts this winter. These agreements cover the supplying of a dozer and operator for compacting the snow pile at Lions Park, two end dumps for hauling snow off Main St., one loader for cleaning alleys and intersections in downtown, an operator for the snowblower and Class A CDL drivers on an as needed basis. The contractor has requested increases in the hourly rates from last year. During an 8 hour snow removal event the increased hourly rates would cost approximately \$200. Sluder Construction has been the contractor for the last four years and is recommended by the Public Works Director and Street Division Manager to continue in this capacity.

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 2013-78, approving five (5) contracts with Sluder Construction, Inc. for assistance with snow removal activities for the 2013/2014 snow season.

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

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

Draft 12-30-03

**CITY OF HAILEY
RESOLUTION NO. 2013-78**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH
SLUDER CONSTRUCTION FOR 2013/2014 SNOW SEASON.**

WHEREAS, the City of Hailey desires to enter into (5) five agreements, these agreements cover (1) two haul trucks at \$100.00/hour, (2) one loader at \$94.00/hour, (3) one dozer at \$100.00/hour, (4) Snowblower operator at \$50.00/hour and (5) Class A CDL drivers at \$45.00/hour straight time and \$60.00/hour overtime with SLUDER CONSTRUCTION for services for 2013/2014 snow season. The proposed costs for this assistance have increased above the costs from the last year by \$5/hour for the loader, \$5.50/hour for the haul trucks, \$5.00/hour for CDL drivers straight time, \$10.00/hour for CDL drivers overtime and by \$0.50/hour for the dozer.

WHEREAS, the City of Hailey and SLUDER CONSTRUCTION have agreed to the terms and conditions of the (3) three Contract for Services, copies of which are attached hereto.

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

Passed this 4th day of November, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made this ___ day of _____, 2013, by and between the City Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("City"), and Sluder Construction, Inc. ("Contractor").

RECITALS

A The City is authorized pursuant to Idaho law to enter into contracts for services including services for snowplowing.

B Subject to the terms and conditions of this Agreement, the Contractor is willing to provide snowplowing services and snowplowing equipment for the City during the winter of 2013/14.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM. This Agreement shall be effective upon execution of the Agreement and will continue in full force and effect through the 30th day of September, 2014. The term of this Agreement may be extended by the parties by agreement in writing.

2. SERVICES. Contractor agrees to employ and furnish all necessary personnel with Class A CDL to furnish and maintain one (1) loader together with necessary supplies and equipment, and such other items as are reasonably necessary to provide snow plowing services within the corporate limits of the City. The parties agree that the City shall provide all necessary fuel for the operation of the loader for work necessary under this Agreement. The City will generally direct the Contractor to perform snowplowing services under certain conditions and at

certain times and locations, to be determined by the City in its sole discretion.

3. CONSIDERATION. In consideration for the services performed by the Contractor according to the terms of this Agreement, the City shall pay Contractor \$94.00 per hour for the loader. The parties understand that \$94.00 per hour for the loader includes the costs of the operator of the loader. Contractor shall provide monthly invoices to the City for any charges incurred during a month on or before the 5th day of January, 2014, and continuing on the 5th day of every month thereafter during the period of providing snowplowing services under this Agreement. The City shall pay all invoices by the last day of the month when the invoice was received.

4. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that the Contractor is an independent contractor of the City, and that the personnel of the Contractor performing the services under this Agreement are employees of the Contractor only, and that the Contractor is solely responsible for the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is furthermore agreed that the City shall not be liable for compensation or indemnity to any of the employees of Contractor for injuries or sickness arising out of the performance of services under this Agreement, and Contractor hereby agrees to indemnify and hold harmless City from any such liability or claim.

5. INSURANCE REQUIREMENTS. The Contractor shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting the City against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the Contractor under this Agreement. Such policy shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily

injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of the City are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the City. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against the City, or the City's insurer with regard to the aforementioned losses or damages. The Contractor's certificates of insurance shall name the City and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by the Contractor under this Agreement. The Contractor shall also secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated. The Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Hailey, Idaho 83333.

6. INDEMNIFICATION. The Contractor covenants and agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with Contractor, related to damages that arise out of the Contractor's services under this Agreement, to bodily injury, property damage, personal injury and death that arise out of the Contractor's services under this Agreement, and to the provision of any service or duty under this Agreement. Contractor shall have the duty to

appear and defend any such demand, claim, suit or action on behalf of the City, without cost or expense to the City.

7. TERMINATION. Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice. In the event the Agreement is terminated for cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and only the pro rata amount of the minimum payment for the loaders which would be payable at the end of the month in which the notice is delivered. In the event the Agreement is terminated without cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and the entire amount of the minimum payment for the loaders which would be due under this Agreement.

8. MISCELLANEOUS PROVISIONS.

8.1 Notices. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

8.2 Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

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

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

8.5 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

his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

8.6 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

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

8.8 Facsimile. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

8.9 Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

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

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

8.12 Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both parties hereto.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services on

the day and year first above written.

CITY OF HAILEY

By _____
Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

By _____
Chad Blund

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made this ____ day of _____, 2013, by and between the City Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("City"), and Sluder Construction, Inc. ("Contractor").

RECITALS

A The City is authorized pursuant to Idaho law to enter into contracts for services including services for snowplowing.

B Subject to the terms and conditions of this Agreement, the Contractor is willing to provide snowplowing services and snowplowing equipment for the City during the winter of 2013/14.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM. This Agreement shall be effective upon execution of the Agreement and will continue in full force and effect through the 30th day of September, 2014. The term of this Agreement may be extended by the parties by agreement in writing.

2. SERVICES. Contractor agrees to employ and furnish all necessary personnel with Class A CDL to operate both City and Contractor vehicles and to furnish and maintain two (2) end dump trucks together with necessary supplies and equipment, and such other items as are reasonably necessary to provide snow plowing services within the corporate limits of the City.

The parties agree that the City will provide all necessary fuel for the operation of the haul trucks for work necessary under this Agreement. The City will generally direct the Contractor to

perform snowplowing services under certain conditions and at certain times and locations, to be determined by the City in its sole discretion.

3. CONSIDERATION. In consideration for the services performed by the Contractor according to the terms of this Agreement, the City shall pay Contractor \$100.00 per hour for each end dump truck. Contractor shall provide monthly invoices to the City for any charges incurred during a month on or before the 5th day of January, 2014, and continuing on the 5th day of every month thereafter during the period of providing snowplowing services under this Agreement. The parties understand that \$100.00 per hour for an end dump truck includes the costs of the operator of the end dump truck. The City shall pay all invoices by the last day of the month when the invoice was received.

4. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that the Contractor is an independent contractor of the City, and that the personnel of the Contractor performing the services under this Agreement are employees of the Contractor only, and that the Contractor is solely responsible for the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is furthermore agreed that the City shall not be liable for compensation or indemnity to any of the employees of Contractor for injuries or sickness arising out of the performance of services under this Agreement, and Contractor hereby agrees to indemnify and hold harmless City from any such liability or claim.

5. INSURANCE REQUIREMENTS. The Contractor shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting the City against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the Contractor under this Agreement. Such policy shall

provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of the City are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the City. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against the City, or the City's insurer with regard to the aforementioned losses or damages. The Contractor's certificates of insurance shall name the City and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by the Contractor under this Agreement. The Contractor shall also secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated. The Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Hailey, Idaho 83333.

6. INDEMNIFICATION. The Contractor covenants and agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with Contractor, related to damages that arise out of the Contractor's services under this Agreement, to bodily injury, property damage, personal injury and death that arise out of the Contractor's services under this Agreement, and to

the provision of any service or duty under this Agreement. Contractor shall have the duty to appear and defend any such demand, claim, suit or action on behalf of the City, without cost or expense to the City.

7. TERMINATION. Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice. In the event the Agreement is terminated for cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and only the pro rata amount of the minimum payment for the loaders which would be payable at the end of the month in which the notice is delivered. In the event the Agreement is terminated without cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and the entire amount of the minimum payment for the loaders which would be due under this Agreement.

8. MISCELLANEOUS PROVISIONS.

8.1 Notices. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

8.2 Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

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

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

8.5 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 his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

8.6 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

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

8.8 Facsimile. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

8.9 Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

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

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

8.12 Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both parties hereto.

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

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

CITY OF HAILEY

By _____
Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

By _____

Chad Sluch

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made this ___ day of _____, 2013, by and between the City Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("City"), and Sluder Construction, Inc. ("Contractor").

RECITALS

A The City is authorized pursuant to Idaho law to enter into contracts for services including services for snowplowing.

B Subject to the terms and conditions of this Agreement, the Contractor is willing to provide snowplowing services and snowplowing equipment for the City during the winter of 2013/14.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM. This Agreement shall be effective upon execution of the Agreement and will continue in full force and effect through the 30th day of September, 2014. The term of this Agreement may be extended by the parties by agreement in writing.

2. SERVICES. Contractor agrees to employ and furnish all necessary personnel with Class A CDL to operate a City owned snow blower to provide snow plowing services within the corporate limits of the City. The City will generally direct the Contractor to perform snowplowing services under certain conditions and at certain times and locations, to be determined by the City in its sole discretion.

3. CONSIDERATION. In consideration for the services performed by the

Contractor according to the terms of this Agreement, the City shall pay Contractor \$50.00 per hour for the Class A CDL operator. Contractor shall provide monthly invoices to the City for any charges incurred during a month on or before the 5th day of January, 2014, and continuing on the 5th day of every month thereafter during the period of providing snowplowing services under this Agreement. The City shall pay all invoices by the last day of the month when the invoice was received.

4. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that the Contractor is an independent contractor of the City, and that the personnel of the Contractor performing the services under this Agreement are employees of the Contractor only, and that the Contractor is solely responsible for the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is furthermore agreed that the City shall not be liable for compensation or indemnity to any of the employees of Contractor for injuries or sickness arising out of the performance of services under this Agreement, and Contractor hereby agrees to indemnify and hold harmless City from any such liability or claim.

5. INSURANCE REQUIREMENTS. The Contractor shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting the City against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the Contractor under this Agreement. Such policy shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of the City are increased pursuant to the

Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the City. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against the City, or the City's insurer with regard to the aforementioned losses or damages. The Contractor's certificates of insurance shall name the City and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by the Contractor under this Agreement. The Contractor shall also secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated. The Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

6. INDEMNIFICATION. The Contractor covenants and agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with Contractor, related to damages that arise out of the Contractor's services under this Agreement, to bodily injury, property damage, personal injury and death that arise out of the Contractor's services under this Agreement, and to the provision of any service or duty under this Agreement. Contractor shall have the duty to appear and defend any such demand, claim, suit or action on behalf of the City, without cost or expense to the City.

7. TERMINATION. Any party to this Agreement may terminate its obligations

under this Agreement upon providing the other parties with thirty (30) days written notice. In the event the Agreement is terminated for cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and only the pro rata amount of the minimum payment for the loaders which would be payable at the end of the month in which the notice is delivered. In the event the Agreement is terminated without cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and the entire amount of the minimum payment for the loaders which would be due under this Agreement.

8. MISCELLANEOUS PROVISIONS.

8.1 Notices. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

8.2 Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

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

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

8.5 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

his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

8.6 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

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

8.8 Facsimile. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

8.9 Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

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

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

8.12 Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both parties hereto.

8.13 Interpretation. This Agreement shall be liberally construed in accordance

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

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

CITY OF HAILEY

By _____
Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

By _____
Chad Mader

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made this ___ day of _____, 2013, by and between the City Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("City"), and Sluder Construction, Inc. ("Contractor").

RECITALS

A The City is authorized pursuant to Idaho law to enter into contracts for services including services for snowplowing.

B Subject to the terms and conditions of this Agreement, the Contractor is willing to provide snowplowing services and snowplowing equipment for the City during the winter of 2013/14.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM. This Agreement shall be effective upon execution of the Agreement and will continue in full force and effect through the 30th day of September, 2014. The term of this Agreement may be extended by the parties by agreement in writing.

2. SERVICES. Contractor agrees to employ and furnish all necessary personnel with Class A CDL to operate City and vehicles to provide snow plowing services within the corporate limits of the City. The City will generally direct the Contractor to perform snowplowing services under certain conditions and at certain times and locations, to be determined by the City in its sole discretion.

3. CONSIDERATION. In consideration for the services performed by the

Contractor according to the terms of this Agreement, the City shall pay Contractor \$45.00 per hour straight-time, \$60.00 per hour for overtime for each Class A CDL operator. Contractor shall provide monthly invoices to the City for any charges incurred during a month and for the minimum charge for the loaders on or before the 5th day of January, 2014, and continuing on the 5th day of every month thereafter during the period of providing snowplowing services under this Agreement. The City shall pay all invoices by the last day of the month when the invoice was received.

4. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that the Contractor is an independent contractor of the City, and that the personnel of the Contractor performing the services under this Agreement are employees of the Contractor only, and that the Contractor is solely responsible for the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is furthermore agreed that the City shall not be liable for compensation or indemnity to any of the employees of Contractor for injuries or sickness arising out of the performance of services under this Agreement, and Contractor hereby agrees to indemnify and hold harmless City from any such liability or claim.

5. INSURANCE REQUIREMENTS. The Contractor shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting the City against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the Contractor under this Agreement. Such policy shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be

automatically increased at any time the liability limits of the City are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the City. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against the City, or the City's insurer with regard to the aforementioned losses or damages. The Contractor's certificates of insurance shall name the City and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by the Contractor under this Agreement. The Contractor shall also secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated. The Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

6. INDEMNIFICATION. The Contractor covenants and agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with Contractor, related to damages that arise out of the Contractor's services under this Agreement, to bodily injury, property damage, personal injury and death that arise out of the Contractor's services under this Agreement, and to the provision of any service or duty under this Agreement. Contractor shall have the duty to appear and defend any such demand, claim, suit or action on behalf of the City, without cost or expense to the City.

7. TERMINATION. Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice. In the event the Agreement is terminated for cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and only the pro rata amount of the minimum payment for the loaders which would be payable at the end of the month in which the notice is delivered. In the event the Agreement is terminated without cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and the entire amount of the minimum payment for the loaders which would be due under this Agreement.

8. MISCELLANEOUS PROVISIONS.

8.1 Notices. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

8.2 Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

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

8.8 Facsimile. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

8.9 Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

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

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

CITY OF HAILEY

By _____
Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

By _____

Chad Shuler

10/22/13

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made this ____ day of _____, 2013, by and between the City Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("City"), and Sluder Construction, Inc. ("Contractor").

RECITALS

A The City is authorized pursuant to Idaho law to enter into contracts for services including services for snowplowing.

B Subject to the terms and conditions of this Agreement, the Contractor is willing to provide snowplowing services and snowplowing equipment for the City during the winter of 2013/14.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM. This Agreement shall be effective upon execution of the Agreement and will continue in full force and effect through the 30th day of September, 2014. The term of this Agreement may be extended by the parties by agreement in writing.

2. SERVICES. Contractor agrees to employ and furnish all necessary personnel with Class A CDL to furnish, operate and maintain a D65PX low ground pressure dozer, together with necessary supplies and equipment, and such other items as are reasonably necessary to provide snow plowing services within the corporate limits of the City. The parties agree that the City shall provide all necessary fuel for the operation of the dozer for work necessary under this Agreement. The City will generally direct the Contractor to perform

snowplowing services under certain conditions and at certain times and locations, to be determined by the City in its sole discretion.

3. CONSIDERATION. In consideration for the services performed by the Contractor according to the terms of this Agreement, the City shall pay Contractor \$100.00 per hour for each Class A CDL operator and the dozer. The parties understand that \$100.00 per hour for the dozer includes the costs of the operator of the dozer. Contractor shall provide monthly invoices to the City for any charges incurred during a month on or before the 5th day of January, 2014, and continuing on the 5th day of every month thereafter during the period of providing snowplowing services under this Agreement. The City shall pay all invoices by the last day of the month when the invoice was received.

4. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that the Contractor is an independent contractor of the City, and that the personnel of the Contractor performing the services under this Agreement are employees of the Contractor only, and that the Contractor is solely responsible for the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is furthermore agreed that the City shall not be liable for compensation or indemnity to any of the employees of Contractor for injuries or sickness arising out of the performance of services under this Agreement, and Contractor hereby agrees to indemnify and hold harmless City from any such liability or claim.

5. INSURANCE REQUIREMENTS. The Contractor shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting the City against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the Contractor under this Agreement. Such policy shall

provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of the City are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the City. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against the City, or the City's insurer with regard to the aforementioned losses or damages. The Contractor's certificates of insurance shall name the City and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by the Contractor under this Agreement. The Contractor shall also secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated. The Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Hailey, Idaho 83333.

6. INDEMNIFICATION. The Contractor covenants and agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with Contractor, related to damages that arise out of the Contractor's services under this Agreement, to bodily injury, property damage, personal injury and death that arise out of the Contractor's services under this Agreement, and to

the provision of any service or duty under this Agreement. Contractor shall have the duty to appear and defend any such demand, claim, suit or action on behalf of the City, without cost or expense to the City.

7. TERMINATION. Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice. In the event the Agreement is terminated for cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and only the pro rata amount of the minimum payment for the loaders which would be payable at the end of the month in which the notice is delivered. In the event the Agreement is terminated without cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and the entire amount of the minimum payment for the loaders which would be due under this Agreement.

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8.8 Facsimile. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

8.9 Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

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

8.11 Authority. Each signatory agrees that he or she has full authority and

consent to sign this Agreement.

8.12 Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both parties hereto.

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

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

CITY OF HAILEY

By _____
Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

By _____
Chad Stuber

AGENDA ITEM SUMMARY

DATE: 11/04/13 DEPARTMENT: HPD DEPT. HEAD SIGNATURE: 

SUBJECT:

Motion to approve Resolution 2013 - 79 authorizing the Mayor to sign a 4 year Municipal Lease Purchase Agreement with Ascente Financial Equipment Leasing for two (2) 2014 Ford Taurus AWD Interceptors and one (1) 2014 Ford Explorer AWD Interceptor, upon City Attorney final approval of the lease.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The total lease amount is \$84,862.79, with the first payment is \$23,237.24 which includes a \$400.00 document fee. The interest rate is 3.17%. In anticipation of these new lease/purchase vehicles, 2 budget line items were reduced for the FYE 2014, Auto Repair & Maintenance – from \$12,000 to \$5,000 and Gasoline & Oil – from \$37,000 to \$33,000. It is anticipated that the need in these two categories will be reduced by acquiring new and more fuel efficient vehicles.

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 type="checkbox"/> Fire Dept.	<input type="checkbox"/> P & Z Commission	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2013 - 79 authorizing the Mayor to sign a 4 year Municipal Lease Purchase Agreement with Ascente Financial Equipment Leasing for two (2) 2014 Ford Taurus AWD Interceptors and one (1) 2014 Ford Explorer AWD Interceptor, upon City Attorney final approval of the lease.

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. 2013-79**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE
CITY OF HAILEY AND ASCENTE FINANCIAL EQUIPMENT LEASING.**

WHEREAS, the City of Hailey desires to enter into a lease purchase agreement with Ascente Financial Equipment Leasing.

WHEREAS, Ascente Financial Equipment Leasing will lease two (2) 2014 Ford Taurus AWD Interceptors and one (1) 2014 Ford Explorer AWD Interceptor to the City of Hailey for a four (4) year period

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

Passed this 4th day of November, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



ASCENTE FINANCIAL

EQUIPMENT LEASING

To: Jeff Gunter
City of Hailey

Re: revised Opinion of Counsel / vehicles

Dear Jeff:

Thank you for your call.

The underwriting bank has revised Item # 5 to meet the request of Counsel (Ned Williamson). As for items #8 and #9, here is a short explanation of why they should remain.

#8. This refers to the fact that the interest derived out of this contract is tax-free to the bank, thereby providing for the better rate achieved. Without this statement, the interest would be taxed and the rate would be higher.

#9. This is required for the Customer (City of Hailey), to receive a "Bank Qualified" Municipal Rate. "Bank Qualified" means that Hailey gets a better municipal rate because they have NOT designated more than \$10MM of such obligations during the current year. As for example, the City of Boise would have a "Non-Bank Qualified" rate because they annually designate more than \$10MM of this type of obligation.

As an alternative, the underwriting bank will substitute the following if the Attorney is not willing to make the representation as currently stated. This, however, puts the burden on the customer.

The verbiage:

The Customer has designated the Lease Documents as a "qualified tax-exempt obligation" pursuant to and for the purposes of Section 254(b)(3) of the Internal Revenue Code of 1986, as amended...and has not designated more than \$10MM of such obligations during the current year.

Please be sure to let us know about any needed revision so we can be sure funds are available for immediate delivery of the vehicles.

Respectfully,
Pete Stommel, CLP
Ascente Financial, Inc.
(208) 726-3331

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**
 ▶ Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name	2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	
4 City, town, or post office, state, and ZIP code	5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information	7 Telephone number of officer or legal representative	

Part II Description of Obligations Check one: a single issue <input type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ <input type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ <input type="checkbox"/>	
12 Vendor's or bank's name: _____	
13 Vendor's or bank's employer identification number: _____	

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.		
	▶ _____ Signature of issuer's authorized representative	_____ Date	_____ Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	Firm's name ▶	Check <input type="checkbox"/> if self-employed	
	Firm's address ▶	Firm's EIN ▶	PTIN
			Phone no.

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

What's New
 The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.
Filing a separate return for a single issue.
 Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

- Learning about the law or the form** 4 hr., 46 min.
- Preparing the form** 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS** 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.



DOCUMENTATION INSTRUCTIONS

City of Hailey, ID October 30, 2013
APPLICATION NUMBER: 331005
TERM: 48 Months

ANNUAL PAYMENT: \$22,837.24
PREPAY AMOUNT (SEND BUSINESS CHECK WITH DOCUMENTS): \$23,237.24

Dear Jeff:

We are pleased to enclose the following documents for signature(s):

- Municipal Agreement (Revised)
- Schedule "A" – List of Equipment
- Insurance Assignment Request
- Resolution of Governing Body
- Opinion of Counsel (Revised)
- Essential Use
- Other Power of Attorney

Instructions for signatures: **PROVIDE COPY OF EACH SIGNER'S DRIVER'S LICENSE OR HAVE SIGNATURES OF EACH SIGNER NOTARIZED.**

- IRS Form 8038-GC
- Advance Commencement Addendum (2)
- Advance Commencement – After Delivery (1)
- Federal ID # 82-6000201

Return all copies to Ascente Financial, PO Box 866, Ketchum, ID 83340. **If you are overnighting via Fed Ex or UPS, use the street address (360 East Ave North, #700; Ketchum, ID 83340)** Please be sure to include your business check payable to Bank of the West in the amount of \$23,237.24, which represents the first payment & documentation fee.

Sincerely,
Ascente Financial, Inc.
(208) 726-3331

MUNICIPAL LEASE PURCHASE AGREEMENT

Lessee City of Hailey, ID Full Legal Name				
Billing Address 115 Main St, South		City Hailey	State ID	Zip 83333
SUPPLIER (Name and Address) See Attached Schedule "A"		Quantity	Full Description of Equipment, Including Make, Model and Serial Number See Attached Schedule "A"	
Term (From Equipment Acceptance) 48 Months	Frequency of Payments <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Other ANNUAL	Payment \$22,837.24	Initial Payment \$23,237.24 <input checked="" type="checkbox"/> First \$22,837.24 <input type="checkbox"/> Last \$ _____ <input type="checkbox"/> Deposit <input checked="" type="checkbox"/> Doc Fee \$400.00	Total Cost \$84,862.79
Equipment Location: (if differs from Lessee billing address)				

Lessor will finance for Lessee the above-described personal property (collectively and including replacements the "Equipment" and individually an "Item") under the terms of this municipal lease purchase agreement ("lease") which are set forth here and on page 2 of this lease.

1. LESSEE'S OBLIGATIONS. Lessee's obligations as to an Item (other than as set forth in paragraph 2 or 3) commence when Lessee has any right or obligation as to the Item and end when Lessee has paid all amounts due and performed all Lessee's other obligations hereunder.

2. PAYMENTS. The payment shown above is based on the Total Cost. Actual payments will be calculated in the proportion that the actual advance by Lessor as to the Equipment bears to the Total Cost. If this transaction is not consummated, any initial payment may be retained by Lessor as partial compensation for Lessor's costs and expenses incurred. Any excess or deficiency between the initial payment and the payment as finally determined will be payable with or credited to the second payment. The second payment will be due on the 1st day of the month, or other period set forth above, following Lessee's execution of the Certificate of Acceptance for the Equipment if execution occurs on or before the 15th of the month and otherwise on the 15th of the following month, or other period set forth above. Subsequent payments will be due on the same day of each period set forth above thereafter during the term, whether or not an invoice is rendered or received. Other amounts due hereunder are payable upon Lessee's receipt of an invoice therefor. Lessee will pay Lessor amounts due under this lease at Lessor's address shown above or as Lessor may otherwise notify Lessee. Amounts to be applied to the last payment(s) will be applied in inverse order until exhausted provided there has been no default under the lease. If there is a default, payments may be applied to Lessee's obligations as Lessor chooses.

3. NONAPPROPRIATION. If under state law Lessee is legally precluded from committing to make certain future payments due hereunder, this paragraph will apply. Lessee has appropriated the funds necessary to make all payments when due under the lease during Lessee's initial fiscal period during the lease term. Lessee agrees that in each succeeding fiscal year during the term of this lease Lessee will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon Lessee under state law. In the event that despite the best efforts of Lessee, Lessee determines that funds for any amounts under this lease will not be available or cannot be obtained during any succeeding fiscal period, Lessee may terminate this lease prior to the commencement of such succeeding fiscal period by giving written notice to Lessor of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by Lessee and returning the Equipment as contemplated in paragraph 10. The written notice of termination on the grounds of nonappropriation by Lessee shall include a certificate signed by a duly authorized officer of Lessee stating that such event of nonappropriation is not the result or related to any intention by Lessee to, and Lessee shall not, acquire (or have the beneficial use of) items of property having functions similar to those of the Equipment or which provide similar benefits to Lessee and that no other funds of Lessee have been, or shall be, appropriated for such purpose during the subsequent fiscal period. Such failure to obtain proper appropriation of the full amount of funds necessary to pay amounts when due hereunder during any fiscal period subsequent to the current fiscal period shall terminate all of Lessee's right, title, and interest in and to the Equipment and obligations under this lease arising out of subsequent events, effective on the later of the last day of the last fiscal period for which appropriation of funds was properly obtained or completion of Lessee's surrender obligations. Upon such termination Lessee shall transfer free and clear title to the Equipment to Lessor.

4. LESSOR TERMINATION. If the Certificate of Acceptance has not been executed and delivered to Lessor, Lessor may terminate this lease on notice to Lessee, in which case Lessor will have no obligations to finance the Equipment, (a) subsequent to 60 days from the lease date, (b) upon a material adverse change in Lessee's financial condition, (c) if the Equipment's actual cost would exceed the Total Cost or (d) if the lease is in default.

5. SOFTWARE. If any of the Equipment includes computer software, Lessor will finance Lessee's cost to purchase or license the software and will not be a party to any related license agreement. In all other respects the software will be treated as an item.

6. DELIVERY; ACCEPTANCE. Lessee will either (a) execute and deliver the Certificate of Acceptance or (b) give Lessor notice specifying any proper objection to any Item within 14 days of completion of Equipment delivery. If the Certificate of Acceptance is not furnished within this period, Lessor may terminate the lease as contemplated in paragraph 4. Upon direction by Lessor, Lessee will pay directly to the appropriate party any invoice applicable to an Item which may be furnished Lessor subsequent to the acceptance of the Equipment.

7. LOCATION; INSPECTION; USE. Lessee will keep, or permanently garage and not remove from such location for more than 30 days or from the United States for any period, each Item in Lessee's possession and control at the Equipment Location or such other location to which Lessor may consent in writing. Upon request, Lessee will advise Lessor as to the exact location of an Item. Lessor may inspect an Item during normal business hours, and Lessee will ensure Lessor's access for such purpose. Each Item will be operated carefully and properly in furtherance of Lessee's governmental functions and in compliance with all applicable governmental, insurance and manufacturer's warranty requirements and all manufacturer's instructions.

8. MAINTENANCE; ALTERATIONS. Lessee will maintain each Item in good condition and repair and as specified in such requirements. Lessee will cause each Item of a type generally covered by a service contract to be covered under a contract providing sufficient coverage issued by a competent servicing entity. Lessee will not make any alterations or additions to an Item which detract from its economic value or functional utility except as stated in the second preceding sentence. Alterations or additions not readily removable or made to comply with governmental requirements will be deemed accessions and will be returned to Lessor with the Item if paragraph 10 applies.

9. LOSS AND DAMAGE; STIPULATED VALUE. Lessee will bear all risk of loss, theft, destruction or requisition of or damage to an Item ("Casualty Occurrence"). Lessee will give Lessor prompt notice of a Casualty Occurrence and will then repair the Item; provided, if Lessor decides the Item is lost, stolen, destroyed or damaged beyond repair or is requisitioned or suffers a constructive loss under an insurance policy carried hereunder, Lessee will pay Lessor the "Stipulated Value" equal to (a) any amounts due Lessor from Lessee at the time of the payment, and (b) the remaining payments as to the Item with each discounted to present value at 3% per annum from the date due to the date of payment. Upon such payment this lease will terminate as to the Item, with Lessor's security interest therein being released.

10. SURRENDER. Upon termination of this lease under paragraph 3 or upon the request of Lessor following a default, Lessee will promptly return the Equipment or each specified Item, properly packed and crated with freight prepaid, to Lessor at such place and by such reasonable means as may be designated by Lessor in the same repair, condition and working order as at the commencement of the term hereof, reasonable wear and tear resulting from the proper use thereof alone excepted. If requested by Lessor, Lessee will, prior to returning any Item to Lessor, provide suitable and adequate storage space at the Equipment Location or such location to which the Item may have been moved or at which the Item is permanently garaged with the written consent of Lessor for a period not to exceed 90 days during which time Lessee will remain liable for all its obligations hereunder with respect thereto, except the obligation to pay payments on account hereof, and will ensure that Lessor will be allowed reasonable access thereto.

11. TITLING; REGISTRATION. Except as Lessor may effect titling or registration, each Item subject to title registration laws will at all times be titled and/or registered by Lessee on behalf of Lessor in such a manner and jurisdiction as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable retitling and/or re-registration of an Item in a different jurisdiction.

12. TAXES. Lessee will file returns for and pay all taxes and other governmental assessments relative to the Equipment or this lease.

13. INSURANCE. Lessee will maintain (a) all risk insurance on the Equipment for not less than its full replacement value naming Lessor as Loss Payee and (b) if requested, combined public liability and property damage insurance with a single limit of not less than \$500,000 per occurrence, or such other amount as Lessor may require on notice to Lessee, naming Lessor as an Additional Insured. This insurance must be in a form and with companies approved by Lessor, must name Lessee as a Named Insured, must provide at least ten (10) days advance written notice to Lessor of change or cancellation, must provide breach of warranty protection, where relevant, and must provide that the coverage is "primary". Insurance proceeds, at Lessor's option, will be applied to (a) the repair of applicable Items, (b) payment of the Stipulated Value and/or (c) payment of other obligations to Lessor. Any excess will belong to Lessee. Lessee appoints Lessor as Lessee's attorney-in-fact to do all things necessary or advisable to secure payments under any policy contemplated hereby on account of a Casualty Occurrence. Lessee will cause Lessor to receive evidence reasonably requested by Lessor of the coverage required above.

14. LESSOR'S PAYMENT. If Lessee fails to perform any lease obligation, Lessor may perform the obligation, and Lessee will reimburse Lessor's related costs.

Initial _____

MUNICIPAL LEASE PURCHASE AGREEMENT - PAGE 2

15. **CIVIL INDEMNITY.** Lessee will indemnify, defend and hold harmless Lessor against any liabilities, losses, claims, actions and expenses, including court costs and legal expenses, incurred by Lessor relating to this lease or the Equipment, including claims of latent or other defects, strict liability claims (whether in either case relating to an event within the lease term) and claims for patent, trademark or copyright infringement or environmental remediation. Each party will give the other notice of any covered event promptly after learning thereof.

16. **DEFAULT.** This lease will be in default if (a) Lessee fails to pay any amount hereunder when due; (b) Lessee fails to perform any other obligation hereunder or under any other agreement between Lessor and Lessee; (c) a petition is filed by or against Lessee under the Bankruptcy Act or under any other law providing relief for debtors; (d) Lessee makes an assignment for the benefit of creditors, a receiver or trustee is appointed for Lessee, a proceeding contemplating winding up of Lessee's affairs is instituted, Lessee ceases governmental affairs or Lessee makes an abnormal transfer of a material portion of Lessee's assets; or (e) there is a material misrepresentation to Lessor by Lessee in connection with this lease.

17. **REMEDIES.** If the lease is in default, Lessor may, at its option, do any one or more of the following: (a) use self-help and other lawful remedies to take possession of any items; (b) sell or otherwise dispose of any items in a manner which is commercially reasonable; (c) recover from Lessee all amounts then due and owing hereunder, plus any payments remaining for the current fiscal year or (d) utilize any other remedy available to Lessor at law or in equity.

All remedies are cumulative and may be exercised concurrently or separately from time to time. Lessee will also pay Lessor all costs and expenses not offset against the proceeds of sale of any Equipment incurred by Lessor in enforcing the lease, including those incurred by using Lessor's salaried employees and those prior to filing of an action or in connection with a dismissed action. Any waiver by Lessor of a provision of this lease must be in writing, and forbearance by Lessor will not constitute a waiver. Post-default amounts will bear interest of 18% per annum or at such lesser default rate as set by law until paid.

18. **ASSIGNMENT.** Without the prior written consent of Lessor, Lessee will not lease, transfer an interest in or allow a lien against any item other than Lessor's security interest. Lessee's ownership is not assignable by operation of law. All Lessor's rights under this lease and to the Equipment may be disposed of without notice to Lessee, but subject to the rights of Lessee hereunder. Lessee will acknowledge receipt of any notice of assignment in writing and will pay any assigned amounts as directed in the notice. If Lessor assigns this lease or any interest herein, Lessee will not assert against the assignee any claim or defense it may have against Lessor, and Lessee will pursue any rights on account thereof solely against Lessor personally. No assignee will be obligated to perform any obligation of Lessor under this lease unless assumed by the assignee. Subject to the foregoing, this lease is for the benefit of, and binds, the heirs, legatees, personal representatives, successors and assigns of the parties.

19. **SECURITY INTEREST, PERSONAL PROPERTY.** This lease is a financing of the Equipment. Lessee grants Lessor a first priority security interest in the Equipment under the Uniform Commercial Code, as amended, or other applicable provision of law. The Equipment will secure Lessee's obligations to Lessor under this agreement or otherwise. Lessee will insure that Lessee takes and maintains title to the Equipment subject only to the security interest of Lessor. Lessee will mark the Equipment or Equipment Location at Lessor's request to indicate Lessor's security interest in the Equipment. Each item will remain personally despite attachment to realty. Lessee will obtain and deliver to Lessor, upon Lessor's request, real property waivers in form satisfactory to Lessor from all persons claiming an interest in the real property on which an item is or is to be located.

20. **ADDITIONAL DOCUMENTS.** Lessee will obtain and deliver to Lessor such further documents as Lessor requests to protect its interest in this lease and the Equipment, and authorizes Lessor to file financing statements and fixture filings relative to this lease. Lessee will reimburse Lessor for all Lessor's search, filing and appraisal fees and other costs paid third parties in connection with this lease. Lessee will furnish Lessor such financial data or information relative to this lease or the Equipment as Lessor may from time to time reasonably request.

21. **LATE PAYMENT.** If Lessee fails to pay an amount hereunder within 10 days of when due, Lessee will pay Lessor (a) a 5% late charge, (b) amounts Lessor pays others in connection with collection of the amount and (c) Lessor's standard returned check charge, if relevant.

22. **DEPOSIT.** Any deposit Lessee furnishes in connection with this lease will not bear interest and may be applied by Lessor to any obligations of Lessee to Lessor which are in default. When Lessee has satisfied all Lessee's obligations hereunder, Lessor will return any remaining balance of the deposit to Lessee.

23. **FEDERAL TAX MATTERS.** Lessee and Lessor acknowledge that this lease is intended to provide Lessor (or the consolidated entities if Lessor is covered by a consolidated return) as to all interest payable under the lease (i) for purposes of Lessor's United States federal income tax obligations, tax free interest as provided by the Internal Revenue Code of 1986 as amended ("the Code") without any loss of deductibility of carrying costs and (ii) for purposes of Lessor's state income or franchise tax obligations, similar tax free and deductibility treatment if so provided under State law. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessor from having available, such treatment. If Lessor (i) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such tax free interest or deductibility or (ii) if there is disallowed, deferred, or recaptured in whole or in part any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis) or (iii) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting the lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an amount which, after payment of all taxes required to be paid by Lessor in respect to the receipt of such amount and after payment of all interest and penalties required to be paid by Lessor, shall restore Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor agrees to notify Lessee promptly thereof. Lessor further agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion to determine whether to proceed, and, if so, what proceedings are appropriate, beyond the level of an auditing agent; and provided further, that Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses which Lessor would reasonably incur by reason of the action, including accountants' and attorneys' fees.

24. **TAX DESIGNATION.** Lessee certifies that Lessee will not issue more than the allowed amount of "qualified tax exempt obligations," as defined in §265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code") through Lessee and any subordinate entities during the calendar year in which this lease is signed. Lessee will designate the obligations undertaken pursuant to this agreement as "qualified tax exempt obligations" eligible for the exemption under §265(b)(3)(D) of the Code allowing for an exception to the general rules of the Code which disallow any interest deduction for interest allocable to the carrying of tax exempt obligations.

25. **GENERAL.** This lease contains the entire agreement between Lessor and Lessee concerning the financing of the Equipment and may be amended only by a written agreement signed by the party to be changed. Notices hereunder must be in writing and mailed with appropriate U.S. First Class Mail postage prepaid to the party involved at its respective address set forth above or at such other address as such party may provide the other on notice. Notices to Lessee will be effective upon deposit and to Lessor upon receipt. Each party will promptly notify the other of any change in address. The singular includes the plural and the word "Lessor" includes all assignees of Lessor. Paragraph titles are not an aid in interpretation. A copy of a facsimile copy of this lease, the Certificate of Acceptance or a related document may be entered into evidence as an original.

26. **GOVERNING LAW; VENUE.** THIS LEASE WILL BE GOVERNED BY THE INTERNAL LAWS OF CALIFORNIA. VENUE FOR ANY RELATED ACTION WILL BE IN AN APPROPRIATE COURT IN CONTRA COSTA COUNTY, CALIFORNIA SELECTED BY LESSOR TO WHICH LESSEE CONSENTS OR IN ANOTHER COURT LESSOR SELECTS HAVING JURISDICTION OVER THE MATTER.

27. **NO OFFSET.** THIS LEASE IS TERMINABLE ONLY AS EXPRESSLY PROVIDED HEREIN AND NOT TERMINABLE BY LESSEE FOR ANY REASON NOT SET FORTH HEREIN INCLUDING THE FAILURE OF THE EQUIPMENT TO OPERATE PROPERLY. LESSEE'S OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE WILL NOT BE SUBJECT TO ANY ABATEMENT, COUNTERCLAIM, RECOUPMENT, OFFSET OR DEFENSE EXCEPT AS SET FORTH IN PARAGRAPH 3. LESSEE'S OBLIGATIONS UNDER THIS LEASE, SURVIVE TERMINATION OF THE LEASE.

28. **NO AGENCY.** LESSEE ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY FINANCIAL INTERMEDIARY NOR ANY AGENT OF EITHER IS AN AGENT OF LESSOR, THAT NONE OF SUCH PARTIES IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE AND THAT NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY ANY SUCH PARTY IS BINDING UPON LESSOR.

29. **DISCLAIMER OF WARRANTIES.** LESSEE ACKNOWLEDGES THAT BECAUSE THIS LEASE IS A FINANCING AND LESSOR HAS HAD NO INVOLVEMENT IN THE SELECTION OF THE EQUIPMENT, LESSOR MAKES NO WARRANTY AS TO THE EQUIPMENT AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY AS TO THE EQUIPMENT. IF AN ITEM DOES NOT FUNCTION PROPERLY, LESSEE WILL MAKE ANY RESULTANT CLAIMS AGAINST THE SUPPLIER OR MANUFACTURER.

By execution hereof Lessee requests Lessor to order the Equipment from the Supplier and to lease the Equipment to Lessee hereunder. Execution hereof by a duly authorized officer of Lessor indicates Lessor's acceptance of such offer. Lessee warrants that Lessee will use the Equipment solely for commercial or business purposes. Lessee recognizes that Lessor will check Lessee's credit references and history and advise others as to Lessor's experience with Lessee and consents thereto. Lessee certifies and warrants that the financial data and other information which Lessee has submitted or will submit to Lessor is or will be a true and complete statement of the matters covered. Lessee authorizes Lessor to insert Equipment identification above or on the related exhibit and to correct patent errors, including omissions and clerical errors, such as incorrect Lessee name or Equipment description and missing or incorrect dates in this lease or any related document.

Dated as of _____
(Date)

Lessor: BANK OF THE WEST

City of Hailey, ID
PRINT LEGAL NAME OF LESSEE ABOVE

By: _____

By: ● _____ ●

Title Fritz Haemmerle Title

By: _____
Title

Schedule "A"
Bank of the West

Corwin Ford
5707 E Gate Blvd
Nampa, ID 83687

- 2 2014 Ford Taurus AWD Interceptors,
VIN#1FAHP2MK8EG135110
VIN#1FAHP2MKXEG135111

- 1 2014 Ford Explorer AWD Interceptor,
VIN #1FM5K8AR4EGA91831

Date: _____ City of Hailey, ID
PRINT LEGAL NAME OF LESSEE ABOVE

By: ●

Fritz Haemmerle Title

By: _____
Title

INSURANCE AUTHORIZATION

(To be completed and signed by customer)

To: _____

Phone: _____

Fax: _____

(Complete agent's name, address and phone number)

We have entered into a lease/equipment financing agreement with **Bank of the West** ("Bank") under which the Bank will lease/finance the property described in the attached copy of the top portion of the agreement. In accordance with our obligations please provide **Bank of the West** with evidence of insurance including:

- a. An endorsement showing primary all risk or its equivalent coverage for the equipment (**Property and "Special Form" coverage including Theft**) for not less than the aggregate Equipment Cost/Advance shown on the agreement (for vehicles comprehensive and collision coverage with deductibles of not more than \$1,000). **The Bank must be listed as Loss Payee.**
- b. An endorsement showing combined public liability and property damage insurance with a single limit of not less than \$500,000 per occurrence, or such other amount as the Bank may require on notice to Lessee, **the Bank must be named as Additional Insured.**
- c. **List all locations** covered under this policy.
- d. A standard 10-days notice of cancellation or revision in our coverage in favor of the Bank.
- e. An endorsement providing the Bank full breach of warranty protection, if applicable.
- f. Certificate Holder should be stated as follows:

BANK OF THE WEST, its successors and/or assigns
MSN: NC-B07-3F-R
2527 Camino Ramon
San Ramon, CA 94593

Date: _____

City of Hailey, ID

PRINT LEGAL NAME OF LESSEE/DEBTOR ABOVE

By: ●

Fritz Haemmerle

Title

By: _____

Title

ESSENTIAL USE LETTER

Bank of the West
MSN: NC-B07-3F-R
2527 Camino Ramon
San Ramon, CA 94583

RE: Equipment Lease Agreement dated as of _____

Gentlemen:

This letter is being written with respect to the use of the Equipment (therein so called) to be leased to the undersigned under the above-referenced Equipment Lease Agreement. The Equipment will be used by the undersigned for the following purposes:

Our source of funds for payments of the rent due under the Lease for the current year is:

The undersigned expects to make immediate use of substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future, and represents that the use of the Equipment is essential to its proper, efficient and economic operation.

Sincerely,

LESSEE: City of Hailey, ID

BY: • _____
Fritz Haemmerle

TITLE: • _____

NOTARIZE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned City of Hailey, ID being the buyer, seller, registered owner, legal owner or owner of the following described motor vehicle:

(2) 2014 Ford Taurus AWD Interceptors, VIN #1FAHP2MK8EG135110
And VIN #1FAHP2MKXEG135111

(1) 2014 Ford Explorer AWD Interceptor, VIN #1FM5K8AR4EGA91831

Does hereby constitute and appoint CT Lien Solutions

My/our true and lawful Attorney to sign in the name, place and stead of the undersigned, any Certificates of Ownership issued by the Division of Motor Vehicles of the State covering the vehicle described above in whatever manner necessary to transfer any registration of said vehicle as they may deem fit and proper, hereby ratifying and confirming whatever action said Attorney shall or may take by virtue hereof in the premises.

IN WITNESS WHEREOF, the undersigned does hereby set his hand and seal this _____ day of _____, 20____.

SIGNED: • _____
Fritz Haemmerle

(Date of Birth) (Driver's License No.)

Subscribed and sworn to before me this _____ day of _____, 20____.

By: _____

Notary Public for the State of: _____

My Commission Expires: _____

ADVANCE COMMENCEMENT ADDENDUM

This Advance Commencement Addendum ("Addendum") is hereby entered into in connection with that certain Equipment Lease agreement or Equipment Financing agreement (the "Agreement") dated _____ and between City of Hailey, ID ("Lessee/Debtor") and Bank of the West ("Lessor/Creditor").

1. It is understood and agreed that one or more vendors/suppliers requires an advance payment on certain of the property to be covered by the Agreement ("Equipment") prior to delivery of all the Equipment. Such payment or payments are described on an Exhibit A hereto executed and delivered in connection herewith.
2. In consideration of Lessor/Creditor making such payment or payments, Lessee/Debtor agrees that, notwithstanding that none of or less than all the Equipment has been accepted, the full scheduled payment liability contemplated under the Agreement will commence as if all the Equipment had been accepted as of the date hereof. As stated in the Agreement, this liability is not cancelable, and Lessee/Debtor will thus be irrevocably obligated to make the contemplated scheduled payments.
3. Prior to acceptance of all the Equipment, Lessee/Debtor may request that Lessor/Creditor advance further amounts respecting the Equipment. In such cases, Lessee/Debtor will be required to sign an additional Exhibit A which shall be deemed to create a further request for advances on the terms contemplated herein. Lessee/Debtor acknowledges that under the Agreement Lessor/Creditor has the option to refuse to advance further funds as to Equipment not previously accepted for purposes of the Agreement.
4. The then remainder of the purchase price of, or advance as to, the Equipment will be held by Lessor/Creditor as a suspense item pending delivery of all or the remainder of the Equipment and until the Exhibit A requesting final disbursement of the contemplated funds is received. If, for whatever reason there are undisbursed funds remaining after acceptance of all Equipment to be accepted, those funds will be applied to future scheduled payments until exhausted. Nothing herein obligates Lessor/Creditor to pay more than the Equipment cost or advance set forth in the Agreement.

Except as modified hereby, all terms and conditions contained in the Agreement shall remain in full force and effect.

Dated: _____

Lessor/Creditor:

Lessee/Debtor:

Bank of the West

City of Hailey, ID

By: _____

By:  _____
Fritz Haemmerle

Title:

Title:

By: _____

Title:

Exhibit A

Lessee/Debtor: City of Hailey, ID

PREFUNDING PAYMENTS

<u>Vendor/Payee</u>	<u>Invoice #</u>	<u>Amount to be disbursed</u>
Corwin Ford	4689	\$27,751.31
Corwin Ford	4697	\$27,751.31
Corwin Ford	4685	\$29,360.17

See attached copies of invoices

Lessee/Debtor authorizes _____ whose title is _____ to verify payment in the absence of the authorized signor.

Date: _____

Authorized Signor _____

Authorized Signor _____

Exhibit A

Lessee/Debtor: City of Hailey, ID

ACCEPTED EQUIPMENT

(Delivered)

<u>Vendor/Payee</u>	<u>Invoice #</u>	<u>Amount to be disbursed</u>
Corwin Ford	4689	0.00
Corwin Ford	4697	0.00
Corwin Ford	4685	0.00

See attached copies of invoices

The Equipment referenced in the above invoice(s) has been delivered and installed and accepted for all purposes of the Agreement on the date indicated below, and Lessee/Debtor hereby requests that funds be disbursed as indicated above. Lessee/Debtor will provide Lessor/Creditor or its assignee any further documents confirming Equipment acceptance and/or disbursements as Lessor/Creditor or its assignee may request.

Lessee/Debtor acknowledges that (i) Lessor/Creditor has made no express warranty, and has disclaimed any warranty which the law may imply, respecting the equipment and (ii) Lessee/Debtor's obligations will not be affected by equipment or other problems.

Lessee/Debtor authorizes _____ whose title is _____ to verify orally Lessee/Debtor's acceptance of this Equipment in the absence of the authorized signer.

Date: _____

Authorized Signor

Authorized Signor

AGENDA ITEM SUMMARY

DATE: 11/04/2013 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE:** MHC

SUBJECT: with Resolution 2013-80

Contract for Services with Pitney Bowes for new lease on DM400 Postage meter and scale.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

City of Hailey has a postage meter machine that beginning We are currently paying \$115.95 per month for the current DM400 leased Postage Meter with maintenance included in this contract. The new machine will be the same model and same monthly amount for another 5 year period beginning 12/3/13.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2013-80 authorizing a lease agreement with Pitney Bowes for a new DM400 Postage meter and scale.

FOLLOW-UP REMARKS:

*

**CITY OF HAILEY
RESOLUTION NO. 2013-80**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE
CITY OF HAILEY AND PITNEY BOWES GLOBAL FINANCIAL SERVICES.**

WHEREAS, the City of Hailey desires to enter into a lease agreement with Pitney Bowes Global Financial Services for a postage meter machine.

WHEREAS, Pitney Bowes Global Financial Services will lease a DM400 Postage Meter Machine to the city of Hailey for a five year period

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

Passed this 4th day of November, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

LEASE TERMS AND CONDITIONS

This is a lease with Pitney Bowes Global Financial Services LLC (PBGFS), Pitney Bowes' leasing company. PBGFS provides leasing options to our customers. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI) as stated in the Pitney Bowes Terms. Due to federal regulations, only PBI can own an IntelliLink® Control Center or Meter. Therefore, those items are rented to you, rather than leased. Unlike the other equipment you may lease from us, you cannot purchase an IntelliLink Control Center or Meter at the end of the Agreement.

L1. DEFINITIONS

L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Pitney Bowes Terms.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L2.2 You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below. All payment obligations are unconditional.

L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Pitney Bowes Terms.

L2.4 You authorize us to file a Uniform Commercial Code financing statement, naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Quarterly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

L3.3 If you request, your IntelliLink Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Quarterly Payment and begin with the start of the Lease Term. Your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

L4.1 We own the Equipment. PBI owns any IntelliLink Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

L5. LEASE TERM

L5.1 The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:

- enter into a new lease with us;
- purchase the Equipment "as is, where is" for fair market value; or
- return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value (unless you are enrolled in the ValueMAX® program) and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 120 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.

L9.1 Risk of Loss.

- You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.
- You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L9.2 ValueMAX Program.

- If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).
- If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.
- If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Lease.
- We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

AGENDA ITEM SUMMARY

DATE: 11-4-2013 **DEPARTMENT:** Community Development **DEPT HEAD:** MA

SUBJECT: Agreement with CGI Communications, Inc., for a Community Video Tour at no cost to the City of Hailey *w/ Resolution 2013-87*

AUTHORITY: (IF APPLICABLE) IAR City Ordinance/Code

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

CGI Communications produces thousands of marketing videos for municipalities free of charge that showcase the community and its amenities. These videos are linked to the City's website and on Relocate.org, one of the nation's largest online venues for relocation services. In our region, Twin Falls, Jerome, and Burley currently use CGI for marketing videos on their website. This service is absolutely free and there is no charge to the City of Hailey. The will provide to the City of Hailey four free marketing videos to showcase Quality of Life, Recreation, Real Estate, and Welcome Video.

CGI's business model is similar to Google where they provide a free service in hopes that local businesses will want to advertise on their website. In this case, the marketing videos are linked to CGI's website where local business will have an opportunity to advertise when a person searches for videos related to Hailey, Idaho. For an example, visit the City of Burley's website and look for the link entitled, "Take a Video Tour."

If this is approved, CGI will likely want to interview the Mayor and perhaps Council Members when putting together the videos. They will also need to coordinate with Community Development Department staff for filming locations, events, neighborhoods, and other features of our community.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item Comm. Dev. Dept. and Bldg division_ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Micah Austin, Comm. Dev. Dir. Phone # _208-488-9815 ext 13 _____

Comments: No cost to the City. I have worked with CGI before and they deliver a quality product for no cost.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|--|--|---|
| <input checked="" 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 checked="" type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the 2013 Community Video Tour Agreement with CGI Communication, Inc. *w/ Resolution 2013-87*

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

**CITY OF HAILEY
RESOLUTION NO. 2013-81**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CGI
COMMUNICATIONS, INC. FOR A COMMUNITY VIDEO TOUR AT NO COST TO
THE CITY OF HAILEY**

WHEREAS, the City of Hailey desires to enter into an agreement with CGI Communications, Inc. under which CGI Communications, Inc. will create a video on Hailey promoting the city and economic development.

WHEREAS, the City of Hailey and CGI Communications, Inc. have agreed to the terms and conditions of the 2013 Community Video Tour 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 Contract for Services between the City of Hailey and CGI Communications, Inc. and that the Mayor is authorized to execute the attached Agreement,

Passed this 4th day of November, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

2013 Community Video Tour Agreement

CGI Communications, Inc.
130 East Main Street, 8th Floor
Rochester, NY 14604
(800) 398-3029 phone
(866) 429-8611 fax

Name: Micah Austin
Title: Community Development Director
Address: 115 Main Street South, Suite H
City, State, Zip: Hailey, ID 83333
Phone: 208-788-9815
Email: micah.austin@haileycityhall.org
Website: http://www.haileycityhall.org/

This agreement is between CGI Communications, Inc. and the City of Hailey and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewing via a link on the <http://www.haileycityhall.org/> website homepage for viewer access. Any termination or modification of this Agreement shall not take effect until the expiration of the current term.

CGI Communications, Inc shall provide a Community Video Program as follows:

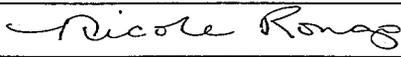
- One welcome video from your Mayor or other civic leader
- Up to 2 additional videos to showcase various aspects of your community (providing a total of three 1 minute community highlight videos)
- One Community Organization chapter to promote charities, nonprofits and community development organizations
- Script writing and video content consultation
- A videographer will come to your location to film videos
- We reserve the right to use still images and photos for video production
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of County Video Showcase content subject to your approval (up to 3 sets of revisions allowed). Any request for approval any revision, including final draft, shall be deemed approved if no response is received by us within thirty (30) days of request
- Patented OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Businesses will be allowed to purchase various digital media products and services from CGI Communications and its company affiliates
- Duration of sponsor participation will be one to two years and CGI Communications is solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the Community Video Program from your website shall be facilitated by CGI Communications providing HTML source code for graphic link to be prominently displayed on the <http://www.haileycityhall.org/> website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement; "Video Tour" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- CGI Communications will own copyrights of the master Community Video Program
- The City of **Hailey** will assume no cost or liability for this project

The City of Hailey shall:

- A letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI Communications the right to use organization's name in connection with the preparation, production, and marketing of the program
- Display the "Coming Soon" graphic link prominently on the <http://www.haileycityhall.org/> website homepage within 10 business days of receipt of HTML source code
- Agrees to display the "Video Tour" link to be no less than 150 by 400 pixels prominently on the <http://www.haileycityhall.org/> website homepage for the term of this agreement
- In the event contract signatory changes, the City of Hailey agreement shall remain valid until the agreed upon expiration date
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content on Community Video Program and all related CGI Programs, including but not limited to its "Community Video Network"
- Represent and warrant that any and all photographs, videos, and other content it submits to us for use in any video or other production does not infringe on any third party's copyrighted material, trademark or other intellectual privacy or publicity rights and shall defend and indemnify us from any such claim or action

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein

We, the undersigned, understand the above information and have full authority to sign this agreement

<u>The City of Hailey, ID</u>	<u>CGI Communications, Inc.</u>
<u>Signature:</u>	<u>Signature: </u>
<u>Name (printed):</u>	<u>Name (printed): Nicole Rongo</u>
<u>Title:</u>	<u>Title: Vice President of Marketing</u>
<u>Date:</u>	<u>Date: October 1, 2013</u>

Dear Valued Business Owner:

The City of Hailey had previously participated in an exciting Internet technology service aimed at providing a tremendous, positive impact for promoting the public and the private assets of our wonderful community. We have recently decided to renew the services for, and will continue to participate in, another three-year promotional campaign conducted by CGI Communications, Inc. (www.cgicomcommunications.com).

CGI Communications will produce a series of on-line videos to showcase the assets and attributes that the City of Hailey has to offer to its residents, its visitors, and its business community. These videos will be accessible for viewing via the City's website (<http://www.haileycityhall.org/>). In addition to the videos being on the city's official web site, they will also be featured on Relocate.org, the largest online relocation network in the nation.

As you know, the City of Hailey is dedicated to making our community a great place to live, work, shop and conduct business. This project will highlight the advantages of living in and doing business here.

A representative of CGI Communications will be contacting you with an offer for your participation. We encourage you to consider supporting this program, which we feel is truly a win-win for all involved.

Sincerely,

Name
Title

AGENDA ITEM SUMMARY

DATE: 11/4/13 DEPARTMENT: PW - Water DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to Ratify the Council President's signature on easements to Idaho Power for power to the irrigation wells at Lions and Heagle Parks

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

At the October 7 City Council meeting the council approved Resolution 2013-75 authorizing the easements based upon the legal descriptions provided by Galena Engineering. That approval did not include the easement documents from Idaho Power now attached. Because the resolution called for the Council President's signature he also signed the attached documents.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to Ratify the Council President's signature on easements to Idaho Power for power to the irrigation wells at Lions and Heagle Parks

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)



For County Recorder's Use Only

PLEASE RETURN TO:
1221 W. Idaho St. (83702)
P.O. Box 70
Boise, ID 83707

Easement—Organization

City of Hailey
a municipal corporation

“Grantor(s)”, of Blaine County, State of Idaho, do hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, 83702 (P.O. Box 70, Boise, ID 83707), its licensees, successors, and assigns, (collectively, “Grantee”), for One Dollar and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, a permanent and perpetual easement and right of way, at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

Underground Facilities: Underground electrical power line or lines and related facilities and equipment, generally including, but not limited to, buried power lines and wires, above-ground pad-mounted transformers, junction boxes, cables, conduits, communication lines, including fiber optics, other equipment, and all related appurtenances, any of which may extend above ground, in certain locations to be determined by Grantee at Grantee’s sole and absolute discretion (all of the above collectively being referred to as the “Facilities”) together with the right to permit the attachment and/or use or placement of the wires, fixtures, cables and conduits of other companies or parties (all of the same being included within the definition of “Facilities”), on, over, through, under, and across the following premises belonging to Grantor(s) in Blaine County, State of Idaho, in the location described below.

Grantee is hereby also granted the perpetual right of ingress and egress over Grantor’s other property necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and together with all rights and privileges incident thereto, including, but not limited to, (i) the right, at Grantee’s expense, to excavate and refill ditches and trenches for the location of the Facilities, (ii) the right, at Grantee’s expense, to cut, trim, and remove trees, brush, bushes, sod, flowers, shrubbery, overhanging branches and other obstructions and improvements which may injure or interfere with Grantee’s use, occupation, or enjoyment of this easement, and (iii) the right, at Grantee’s expense, to install, construct, operate, inspect, alter, maintain, replace, improve and repair any and all aspects of Grantee’s Facilities over, through, under and across the lands subject to this easement.

The location of the easement and right of way granted herein is described as follows:

In Exhibit ‘A’ Legal Description and shown on Exhibit ‘B’ Survey Map attached hereto and made a part hereof.

Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof through excavations, grading, installation of berms, or other activities without the prior written approval of Grantee. Grantor shall not place nor build any structure(s) within the easement area except fences and except as otherwise approved by Grantee in writing. This Easement shall run with the land and be binding upon the parties’ successors and assigns.

Checked by: Ronald M. Hodge, P.L.S.
Work Order #: 27388315

(Signature page immediately follows)

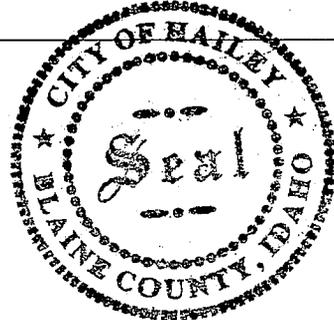
Executed and delivered this 17th day of October, 2013.

Signature(s) of Grantor(s) (Include title where applicable):

Don Keirn
Council President, Don Keirn

Corporate Verification

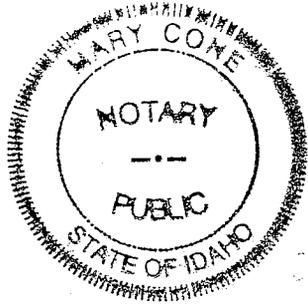
STATE OF IDAHO
COUNTY OF BLAINE } ss.



I, Mary Cone (Notary's Name), a notary public, do hereby certify that on this 17th day of October, 20 13, personally appeared before me Don Keirn (Individual's Name Including Title) and Council President (Individual's

Name Including Title), who, being by me first duly sworn, declared that he (he/she/they) are respectively the duly authorized person(s) of City of Hailey (Organization Name), that he (he/she/they) signed the foregoing document, and acknowledged to me that he (he/she/they) executed the same as the free act and deed on behalf of said organization.

(NOTARY SEAL)



[Signature]
Notary Public
My Commission Expires on 9/8/2014

EXHIBIT A
Legal Description for
IDAHO POWER COMPANY
Work Order No. 27388315
Parcel No. RPH04200000000
Eagle Park
City of Hailey

A parcel of land located in Section 16, Township 2 North, Range 18 East of the Boise Meridian, City of Hailey, Blaine County, Idaho, and more particularly described as follows:

Commencing at the Northeast corner of Lot 4, Block 8, Della View Subdivision, as recorded under Instrument No. 137447, Records of Blaine County, Idaho;

thence traveling along the Southern Right of Way of War Eagle Drive southeasterly along a curve, through a central angle of 14°00'00", a radius of 250.00 feet, an arc length of 61.09 feet and a chord bearing of South 74°00'00" East, 60.93 feet,

thence continuing along said Right of Way South 81°00'00" East, 52.10 feet to the POINT OF BEGINNING;

thence South 81°00'00" East, 20.00 feet;

thence South 09°00'00" West, 80.00 feet;

thence North 81°00'00" West, 20.00 feet;

thence North 09°00'00" East, 80.00 feet to the POINT OF BEGINNING.

Said parcel of land contains 1600 square feet, more or less, and as shown on the exhibit map attached hereto.

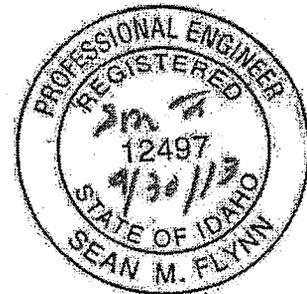


EXHIBIT B

LOT 5
BLOCK 7
DELLA VIEW
SUBDIVISION

LOT 4
BLOCK 7
DELLA VIEW
SUBDIVISION

WAR EAGLE DRIVE

NORTHEAST CORNER OF
LOT 4, BLOCK 8
DELLA VIEW
SUBDIVISION

LOT 4
BLOCK 8
DELLA VIEW
SUBDIVISION

C1

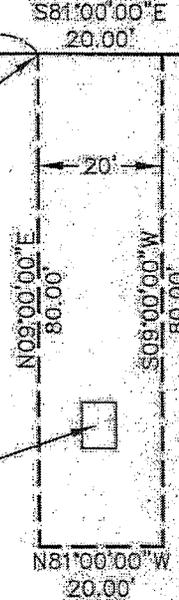
BASIS OF BEARINGS
S81°00'00"E
52.10'

S81°00'00"E
20.00'

POINT OF
BEGINNING

CITY OF HAILEY
HEAGLE PARK

TRANSFORMER
PAD



GRAPHIC SCALE
1 inch = 30 ft.

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	61.09'	250.00'	30.70'	14°00'00"	60.93'	S 74°00'00" E

LEGEND

- PROPERTY LINE
- ADJOINERS LOT LINE
- RIGHT OF WAY CENTERLINE
- PROPOSED EASEMENT LINE



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

Galena
Engineering
Inc.

Civil Engineers & Land Surveyors
580 Second Avenue North
P.O. Box 425
Ketchum, Idaho 83340
(208) 726-4729
(208) 726-4783 fax
email galena@galena-engineering.com

AN EXHIBIT MAP SHOWING AN IDAHO POWER EASEMENT
CITY OF HAILEY HEAGLE PARK
WITHIN SECTION 16, T2N, R18E, E.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR THE IDAHO POWER COMPANY.

PROJECT INFORMATION
P:\adapro\8922\dwg\Boundary-Plot\8922_IPCO_easement.dwg 9/30/2013 12:16:48 PM MDT

SHT 1 OF 1



For County Recorder's Use Only

PLEASE RETURN TO:

1221 W. Idaho St. (83702)
P.O. Box 70
Boise, ID 83707

Empty rectangular box for recording use.

Easement—Organization

City of Hailey

a municipal corporation

“Grantor(s)”, of Blaine County, State of Idaho, do hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, 83702 (P.O. Box 70, Boise, ID 83707), its licensees, successors, and assigns, (collectively, “Grantee”), for One Dollar and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, a permanent and perpetual easement and right of way, at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

Underground Facilities: Underground electrical power line or lines and related facilities and equipment, generally including, but not limited to, buried power lines and wires, above-ground pad-mounted transformers, junction boxes, cables, conduits, communication lines, including fiber optics, other equipment, and all related appurtenances, any of which may extend above ground, in certain locations to be determined by Grantee at Grantee’s sole and absolute discretion (all of the above collectively being referred to as the “Facilities”) together with the right to permit the attachment and/or use or placement of the wires, fixtures, cables and conduits of other companies or parties (all of the same being included within the definition of “Facilities”), on, over, through, under, and across the following premises belonging to Grantor(s) in Blaine County, State of Idaho, in the location described below.

Grantee is hereby also granted the perpetual right of ingress and egress over Grantor’s other property necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and together with all rights and privileges incident thereto, including, but not limited to, (i) the right, at Grantee’s expense, to excavate and refill ditches and trenches for the location of the Facilities, (ii) the right, at Grantee’s expense, to cut, trim, and remove trees, brush, bushes, sod, flowers, shrubbery, overhanging branches and other obstructions and improvements which may injure or interfere with Grantee’s use, occupation, or enjoyment of this easement, and (iii) the right, at Grantee’s expense, to install, construct, operate, inspect, alter, maintain, replace, improve and repair any and all aspects of Grantee’s Facilities over, through, under and across the lands subject to this easement.

The location of the easement and right of way granted herein is described as follows:

In Exhibit ‘A’ Legal Description and shown on Exhibit ‘B’ Survey Map attached hereto and made a part hereof.

Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof through excavations, grading, installation of berms, or other activities without the prior written approval of Grantee. Grantor shall not place nor build any structure(s) within the easement area except fences and except as otherwise approved by Grantee in writing. This Easement shall run with the land and be binding upon the parties’ successors and assigns.

Checked by: Ronald M. Hodge, P.L.S.

Work Order #: 27388313

(Signature page immediately follows)

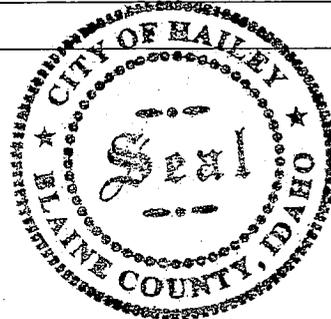
Executed and delivered this 17th day of October, 2013.

Signature(s) of Grantor(s) (Include title where applicable):

X Don Kern
Council President, Don Kern

Corporate Verification

STATE OF Idaho
COUNTY OF Blaine } ss.



I, Mary Cone (Notary's Name), a notary public, do hereby certify that on this 17th day of October, 2013, personally appeared before me Don Kern (Individual's Name Including Title) and Council President (Individual's

Name Including Title), who, being by me first duly sworn, declared that he are respectively the duly authorized person(s) of City of Hailey (Organization Name), that he signed the foregoing document, and acknowledged to me that he executed the same as the free act and deed on behalf of said organization.

(NOTARY SEAL)

[Signature]
Notary Public
My Commission Expires on 9/8/2014

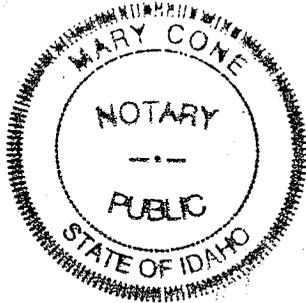


EXHIBIT A
Legal Description for
IDAHO POWER COMPANY
Work Order No. 27388313
Parcel No. RP02N180092900
Lion's Park
City of Hailey

A parcel of land located in Section 9, Township 2 North, Range 18 East of the Boise Meridian, Blaine County, Idaho, and more particularly described as follows:

Commencing at the Northeast corner of Lot 4, Croy Canyon Ranch Subdivision No. 1, as recorded under Instrument No. 538769, Records of Blaine County, Idaho, said point bears North $00^{\circ}24'10''$ East, 48.72 feet from a $5/8''$ rebar being an angle point on the easterly boundary of said Lot 4, said point being the POINT OF BEGINNING;

thence North $47^{\circ}23'52''$ East, 20.51 feet;

thence South $00^{\circ}24'10''$ West, 80.98 feet;

thence South $11^{\circ}07'35''$ East, 14.27 feet;

thence South $78^{\circ}52'25''$ West, 10.97 feet;

thence North $11^{\circ}15'21''$ West, 35.17 feet;

thence North $00^{\circ}24'10''$ East, 48.72 feet to the POINT OF BEGINNING.

Said parcel of land contains 1244 square feet, more or less, and as shown on the exhibit map attached hereto.

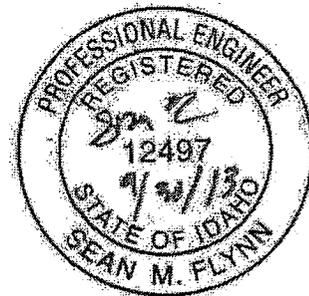
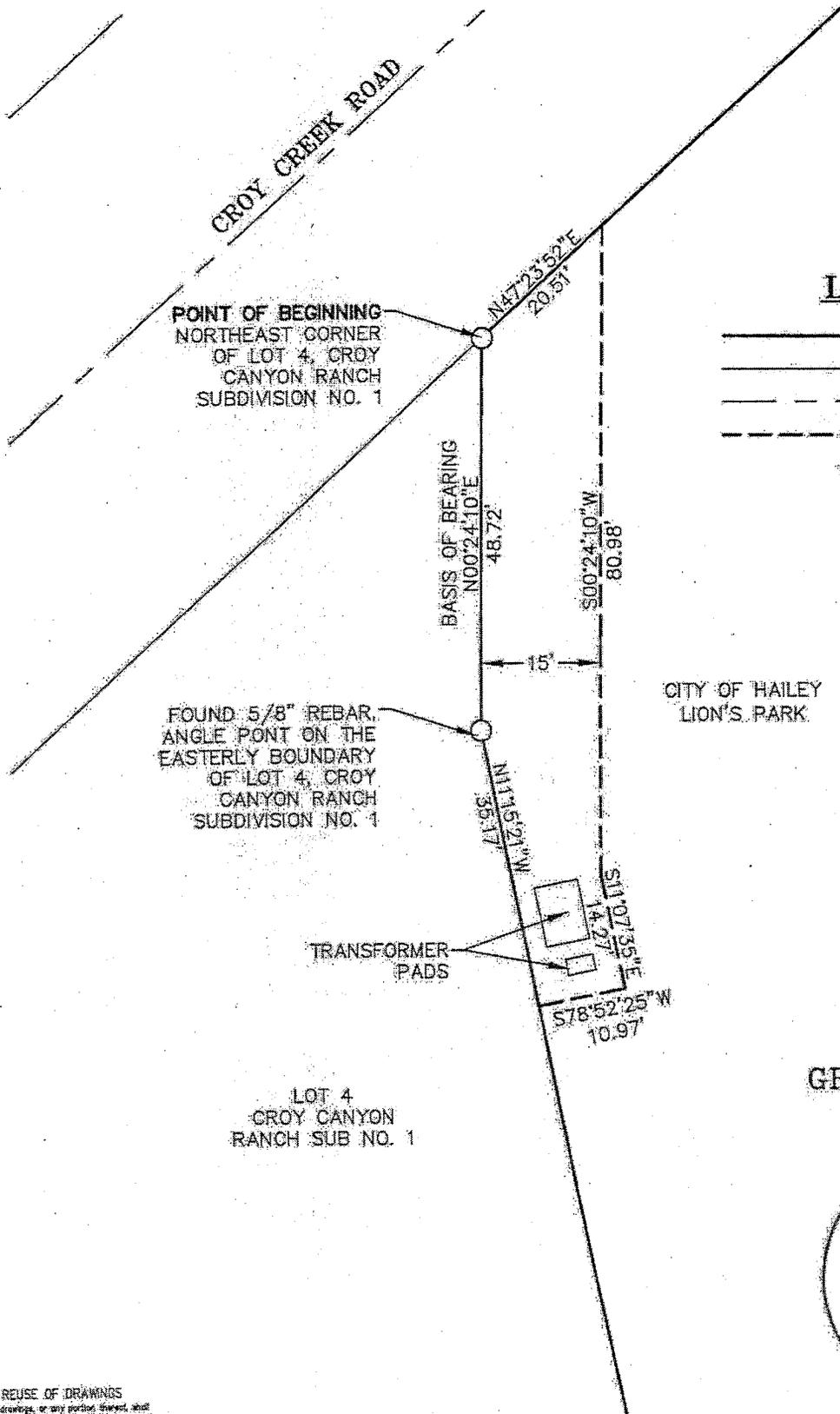


EXHIBIT B



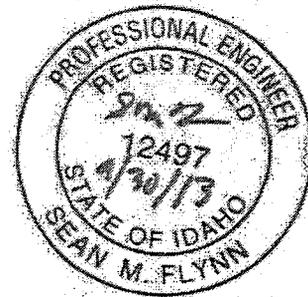
LEGEND

- PROPERTY LINE
- ADJOINERS LOT LINE
- RIGHT OF WAY CENTERLINE
- PROPOSED EASEMENT LINE
- Found 5/8" Rebar



GRAPHIC SCALE

1 inch = 20 ft.



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

Civil Engineers & Land Surveyors

AN EXHIBIT MAP SHOWING AN IDAHO POWER EASEMENT
CITY OF HAILEY LION'S PARK

AGENDA ITEM SUMMARY

DATE: 11-04-13 DEPARTMENT: Community Development DEPT. HEAD SIGNATURE MA

SUBJECT:

Request for approval to hold a special event, the event being the Sun Valley Ski Education Foundation Ski Swap being held at the Hailey Armory (Friday & Saturday, November 8th-9th, 2013 from 9:00 a.m. to 7:00 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 checked="" type="checkbox"/> Streets
<input type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Planning	<input type="checkbox"/> Treasurer
<input type="checkbox"/> Building	<input checked="" type="checkbox"/> Police	_____
<input checked="" 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:

Recommendation to approve a special event, the event being the Sun Valley Ski Education Foundation Ski Swap being held at the Hailey Armory (Friday & Saturday, November 8th-9th, 2013 from 9:00 a.m. to 7:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head in Attendance at 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)



SPECIAL EVENT PERMIT APPLICATION

EMAIL TO DEPT HEADS: 10-22-13
HFD: CERT INSURANCE:
HPD: STR CLOSURE:
HBLDG: BARRICADE MAP:
HENG: CATERING PERMIT:
HP/SEC: AMPL PERMIT:
SIGN PERMIT:

EVENT NAME: Sun Valley Ski Education Foundation Ski Sweep

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.

Table with 3 columns: Date(s) of Event, Hours, Estimated # of Attendees. Includes rows for Nov 8, 9 and set-up/tear down dates.

IV. FEES

Special Event Permit Application Fee \$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.
Promoted locally and regionally within the state and the northwest.

Per Day Park Rental Fee \$200

Tax (on park rental fees only) 6%

Security Services Deposit

TOTAL DUE 125.

V. ORGANIZATION INFORMATION

Sponsoring Organization: SVSEF
Applicant's Name: Rob Clayton Title: Executive Director
Address: P.O. Box 203 City: Sun Valley State: ID Zip: 83353
Telephone Day: 208/726-4129 Evening: 435-714-2013 FAX:
Applicant Driver's License #: ID. FA 135123E EMAIL: rclayton@susef.org
Federal Tax #: 82-0264946 State Tax #: 0006023

VI. EVENT INFORMATION

New Event: Yes No Annual Event: Yes No Years Operating 25

Event Category: Commercial Noncommercial

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

Description of Event: Sale of Equipment and Ski Gear

Additional Details:

DECISION

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

Standard Conditions

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

Additional Conditions

- a. None

DATED this 4th day of November 2013.

CITY OF HAILEY

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, City Clerk

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

SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Sun Valley Ski Education Foundation Ski Swap being held at the Hailey Armory (Friday & Saturday, November 8th-9th, 2013 from 9:00 a.m. to 7:00 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 non-refundable security deposit or additional deposit as 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 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 4th day of November, 2013.

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

AGENDA ITEM SUMMARY

DATE: 11-04-13 DEPARTMENT: Community Development DEPT. HEAD SIGNATURE: MA

SUBJECT:

Request for approval to hold a special event, the event being the Hailey Turkey Trot 5K being held on Main & Carbonate Streets with designated route (Thursday, November 28th, 2013 from 10:00 a.m. to 12:00 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 checked="" type="checkbox"/> Streets
<input type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Planning	<input type="checkbox"/> Treasurer
<input type="checkbox"/> Building	<input checked="" type="checkbox"/> Police	_____
<input checked="" 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:

Recommendation to approve a special event, the event being the Hailey Turkey Trot 5K being held on Main & Carbonate Streets with designated route (Thursday, November 28th, 2013 from 10:00 a.m. to 12:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head in Attendance at 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)



RECEIVED
OCT 28 2013
CITY OF HAILEY

SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Hailey Turkey Trot 5K Fun Run and Walk

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

Start/Finish at Carbonate & Main (in front of Sturto's)

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
11/28/13	Start Time: 10:00am End Time: 12:00noon	All Day: 300-400
	Start Time: End Time:	All Day:
Date of Set-Up	Start Time: 6:00am End Time: 9:00am	
Date of Tear Down	Start Time: 12:00noon End Time: 1:00pm	

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: Blaine County Title, Inc.

Applicant's Name: Daryl Fauth Title: President

Address: 360 Sun Valley Road City: Ketchum State: ID Zip: 83340

Telephone Day: 208-726-0700 Evening: 208-720-5110 FAX: _____

Applicant Driver's License #: FA106658A EMAIL: daryl@blainecountytitle.com

Federal Tax #: 82-0387165 State Tax #: 000291297

VI. EVENT INFORMATION

New Event: Yes _____ No XX Annual Event: Yes XX No _____ Years Operating 10

Event Category: Commercial Noncommercial

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

Description of Event: Fun run in and around the City of Hailey (map attached)

Additional Details: _____

Updated: 10/21/2013 (Attach any additional pages as needed)

DECISION

Based on the Application for a Special Event Permit for the Hailey Turkey Trot, 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.
- e. A supporting application is on file and shall be complied with.

Additional Conditions

- a. None

DATED this 4th day of November 2013.

CITY OF HAILEY

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, City Clerk

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

SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Hailey Turkey Trot 5K being held on Main & Carbonate Streets with designated route (Thursday, November 28th, 2013 from 10:00 a.m. to 12:00 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 non-refundable security deposit or additional deposit as 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 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 4th day of November, 2013.

APPLICANT:

By: _____

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

CITY OF HAILEY:

By: _____

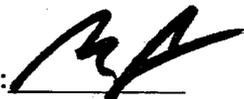
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

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

AGENDA ITEM SUMMARY

DATE: 11-04-13 DEPARTMENT: Community Development DEPT. HEAD SIGNATURE: 

SUBJECT:

Request for approval to hold a special event, the event being the Hailey Holiday Antique Market being held at the Hailey Armory (Thursday-Sunday, December 27-29, 2013 from 9:00 a.m. to 7:00 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 checked="" type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input checked="" type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input checked="" type="checkbox"/> Police | _____ |
| <input checked="" 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:

Recommendation to approve a special event, the event being the Hailey Holiday Antique Market being held at the Hailey Armory (Thursday-Sunday, December 27-29, 2013 from 9:00 a.m. to 7:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head in Attendance at 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)



EMAIL TO DEPT HEADS: 108-12
 HFD: _____ CERT INSURANCE:
 HPD: STR CLOSURE:
 HBLDG: BARRICADE MAP:
 HENG: CATERING PERMIT:
 HPD SEC: _____ AMPL PERMIT:
 SIGN PERMIT:

SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Hailey's 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
<u>Dec. 27, 28</u>	Start Time: <u>9 am</u> End Time: <u>7 pm</u>	One Hour Interval: <u>50</u> All Day: <u>500</u>
<u>Dec. 29</u>	Start Time: <u>10 am</u> End Time: <u>4 pm</u>	One Hour Interval: <u>50</u> All Day: <u>500</u>
Date of Set-Up ^{15:00} <u>26</u>	Start Time: <u>7 am</u> End Time: <u>7 pm</u>	
Date of Tear Down <u>Dec 29</u>	Start Time: <u>4 pm</u> End Time: <u>to 17 pm</u>	

IV. FEES

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

V. ORGANIZATION INFORMATION

Sponsoring Organization: Hailey's Holiday Antique Market
 Applicant's Name: Y. Alice Marsbers 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: haileyantique@aol.com
 Federal Tax #: None State Tax #: 000 884-3255

VI. EVENT INFORMATION

New Event: Yes _____ No Annual Event: Yes No _____ Years Operating 1
 Event Category: Commercial Noncommercial
 Estimate of Gross Ticket Sales & Revenues (commercial event only): _____
 Description of Event: Holiday Antique Show

Additional Details: Wine & cheese in evening to Benefit Animal Shelter.
 Updated: 8/23/2012 (Attach any additional pages as needed)

DECISION

Based on the Application for a Special Event Permit for the Hailey's 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.
- e. A supporting application is on file and shall be complied with.

Additional Conditions

- a. None

DATED this 4th day of November 2013.

CITY OF HAILEY

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, City Clerk

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

SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Hailey's Holiday Antique Market (Friday & Saturday, December 27th-28th, 2013 from 9:00 a.m. - 7:00 p.m. and Sunday, December 29th, 2013 from 10:00 a.m. - 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 non-refundable security deposit or additional deposit as 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 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 4th day of November, 2013.

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

AGENDA ITEM SUMMARY

DATE: 11/04/13 DEPARTMENT: Clerk's Office DEPT. HEAD SIGNATURE M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on October 7, 2013 and to suspend reading of them.

AUTHORITY: ID Code 67-2344 IAR _____ City Ordinance/Code _____

Idaho Code requires that a governing body shall provide for the taking of written minutes at all of its meetings, and that all minutes shall be available to the public within a reasonable period of time after the meeting. Minutes should be approved by the council at the next regular meeting and kept by the clerk in a book of minutes, signed by the clerk.

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD OCTOBER 7, 2013
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:30 P.M. by Council President, Don Keirn. Present were Council members Carol Brown, Don Keirn, Pat Cooley, and Martha Burke. Staff present included City Attorney Ned Williamson, City Administrator Heather Dawson, and City Clerk Mary Cone. Mayor Fritz Haemmerle not in attendance

OPEN SESSION:

5:30:36 PM Peter Lobb 403 E. Carbonate wants to make comments on the Public Hearing (Electronic Message Display) items because he will be out of town for the next council meeting. Keirn mentioned that this discussion will take place November, Lobb stated that he would be in town for that meeting.

CONSENT AGENDA:

CA 373	Motion to approve Resolution 2013-74, ratifying contract for services for Fiscal Year 2014 with Idaho State Department of Building Safety allowing state personnel to act as Hailey’s Building Official for plan reviews, code compliance, and building inspections within the City of Hailey.....	1
CA 374	Motion to approve Resolution 2013-75, authorizing easements to Idaho Power for utility services to the irrigation wells at Lions and Heagle Parks	13
CA 375	Motion to approve Resolution 2013-76, authorizing a contract with Bahama Blue, Inc. DBA Clearwater Landscaping for installing irrigation and landscaping at the Fox Acres roundabout at a cost of \$46,353.27	19
CA 376	Motion to approve Signage Production Agreement for the Hailey Welcome Center LEED Interpretive Display for a not to exceed amount of \$5,000	41
CA 377	Motion to approve a new Alcohol license for Thai Cuisine located at 310 North Main Street.....	51
CA 378	Motion to approve Special Event, WRHS Homecoming Parade, being held from Spruce Street on Main to Elm Street (Friday, October 11 th 2013 from 3:00 p.m. to 4:00 p.m.).....	53
CA 379	Motion to approve Special Event, CrosstoberFest, being held at Cutters Park (Friday, October 18 th 2013 from 3:00 p.m. to 11:00 p.m. and Saturday, October 19 th 2013 from 9:00 a.m. to 9:00 p.m.).....	59
CA 380	Motion to approve Arena Special Event International Weight Pull Association Oct. 19 th & 20 th from 8 am to 8 pm....	63
CA 381	Motion to approve minutes of September 16, 2013 and to suspend reading of them	67
CA 382	Motion to approve claims for expenses incurred during the month of September, 2013, and claims for expenses due by contract in October, 2013	77

Note: at the time of the meeting the agenda items had not been assigned numbers. The numbers were assigned during the meeting to help for record keeping and clarity for the archived minutes.

5:31:57 PM Tom Hellen pulled CA 375 for discussion.

Brown moved to approve all consent agenda items minus CA 375, seconded by Burke motion passed with roll call vote. Burke, yes. Cooley, yes. Brown, yes.

CA 375 – Williamson spoke with Mayor Haemmerle before tonight’s meeting. The Mayor wants to know if we have the money to pay for this and if approved make motion contingent on if there is money and also approved by the Federal Highway Administration (FHWA).

Brown moved to approve CA 375 contingent on money in the budget and approval by FHWA as stated tonight, seconded by Burke motion passed with roll call vote. Brown, yes. Cooley, yes. Burke, yes.

PUBLIC HEARINGS:

PH 383 Consideration and adoption of the Urban Renewal Plan for the Gateway District Urban Renewal Project and proceed with the first reading of Ordinance 1138 identifying the Gateway District as an Urban Renewal District, thereby establishing a baseline property value for creating of the district and directing the URA Chair to proceed with implementing the plan accordingly

5:34:19 PM Don Keirn recused himself and transferred the facilitation of this discussion to Martha Burke because Keirn is a member of the Urban Renewal Agency (URA). Burke introduced Micah Austin to give a history of this Gateway District. The URA has 20 years to carry out its identified goals. Austin summarizes the anticipation of funds in the bank at the end of the project based on taxes. On the last page of the URA plan forecasts, all revenues and expenses over the next 20 years. The agency has the ability to borrow funds but the URA does not plan to borrow, it wants to be completely sustainable within the tax revenue. Austin names the specific projects eligible for URA funds, infrastructure items, including, streets, sidewalks, water and sewer. In the last Planning and Zoning Commission meeting on Sept. 9th, the Findings of Fact were approved and are in tonight’s packet, Austin reads an excerpt from this document.

Council Discussion:

5:45:27 PM Brown clarifies a point, Do Citizens pay more for some services, i.e. Library? Austin answers Browns question. 5:47:34 PM Dawson comments on Browns question posed. At the closure of the Urban Renewal District, the general taxes could go down when property values increase and a decrease in the mill rate.

Public comments:

5:50:20 PM Peter Lobb 403 E Carbonate, important to note that this could fail (there is risk in this project). Technically there is no tax raise. Lobb believes the City should do this because it is worth the risk. This is a way to keep a higher share of their taxes – by increasing property values.

5:51:47 PM Brian Yeager 317 North River Engineer with Galena Engineering, supports this plan and thinks it will provide necessary infrastructure in the city.

5:52:29 PM 3rd ave south Linda Haavik, why is the focus on River Street when the district includes other areas north and south. Austin responds that we cannot make changes outside of the taxing district. Is this 10%? 9.5% answers Austin.

5:54:10 PM Austin adds, that 60 days after the URA has transmitted the communication, recommends 1st Reading, next meeting 2nd and 3rd Readings.

Council discussion:

5:55:19 PM Brown commends this committee for its hard work in this plan. This is a good tool to use and if we don't do this we would be sorry to not have this in place.

5:56:07 PM Cooley, with the lack of state resources, this fits the area identified and will be good for Hailey, visionary.

5:56:42 PM Burke thanks Austin and the commission and gives a little history of River Street. Guarantees to public are in place, there is risk, but believes this is the right thing to do.

5:58:10 PM Brown moves to approve Ordinance No. 1138, adopting the Urban Renewal Plan for the Gateway District Urban Renewal Project, finding that this plan is in line with the Comprehensive Plan, that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote the public health, safety and general welfare, seconded by Cooley, motion passed with Roll call vote. Burke, yes. Cooley, yes. Brown, yes. Keirn, abstained.

Burke conducts 1st Reading of Ordinance No. 1138, by title only.

Keirn gives a complement to Micah Austin and to the Jerome URA board as they were very helpful to Hailey in the beginning stages of this URA process.

PH 384 Public Hearing and consideration of a request from Charles Holt and Clear Creek Land Company LLC to the City of Hailey to vacate certain sections of City Right-of-Way along W. Chestnut Street, thereby reducing the City of Right-of-Way from 100' to 60' along that portion of W. Chestnut Street. The section proposed for vacation is as follows, "Wherein a 20 foot wide strip of Chestnut Street adjacent to Blocks 6 and 7, original Hailey Townsite is being [proposed for vacation] within Section 9, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho

6:02:55 PM Keirn hands over the discussion to Austin. Austin reads the recommendation of the Planning and Zoning Commission (P&Z). The P&Z Commission suggested that this request be denied. Austin explained the P&Z Commission's rationale behind their unanimous vote. Austin proceeded to explain the applications request.

6:08:08 PM Brian Yeager Galena Engineering, speaking on behalf of the applicant. Yeager is asking for the council to overturn the P&Z Commission's decision. Yeager implores that the council can make a determination whether there is public benefit to this property. Yeager believes there is no future public benefit to the property.

6:12:07 PM Charles Holt 519 River St., personal residence, speaks to council. Holt speaks to a vacation done in the area in the 1980's, as a reason that the council should vacate the property of this application. Holt speaks to reasons why he thinks the city should vacate this property, fence and other items in the Right of way.

6:16:12 PM Lyn Holt 519 River St., hands out pictures to the Mayor and Council of another vacation of property in the 1960's. Holt explains the benefits to her house via the pictures if the council approves the vacation. Holt recaps the other residential streets that are 100 foot right of ways, very few are 100 feet on the west side of Main street.

6:21:42 PM Mike Goitendia of 151 Cloverly Lane in Hailey spoke to council. Goitendia agrees with everything stated tonight. There is no need for public access to be as wide as it is, no public land for a through street, no need to expand the street.

6:24:27 PM Cooley asks a question of snow storage, is it affected? Goitendia states that there is no impact to the snow storage. Cooley asks the paved width of this street. Approximately 22 feet to 24 feet. Brown asks a question.

6:28:01 PM Mike Tatterson, 1011 Broadford Road, supports this request because it makes sense.

6:28:17 PM Peter Lobb 403 E. Carbonate is generally against giving away city property. No benefit to the public. Maybe if it were for a public great good. There are many people in this town who would like to have more property, the city could see more applicants if they give this property away. In the future, no one knows where the sidewalk would be placed. There could be a time that the city could use this property. In general, vacations are not a good idea. Precedence should be broken, and the city should retain this property. These owners should have know about the right of way width before buying the property, he looked at this property at one time and knew about the 100 foot right of way.

Rebuttal by applicant:

6:31:40 PM Lyn Holt talks about the quick action with purchasing this property and they did not know how big the right of way was when they bought it.

6:33:37 PM Brian Yeager speaks again. Yeager still believes that this is a valid public process to go through. Applicant is just wishing to standardize this street.

Council discussion:

6:34:59 PM Burke gives a history (Brian McNary did a traffic study), 100 foot right of way street were considered public collectors. In terms of logic, this is not a collector street in her mind. It appears in her mind that this should have been vacated by an earlier council. It is hard to justify keeping this at a 100 foot right of way.

6:38:16 PM Cooley does not know if this would serve a public use in the future, he sees a benefit to the applicant.

6:39:05 PM Brown doesn't like vacations. Brown thought this was a 60 foot right of way street. If vacated, her concern would be to make sure snow storage is properly done. It comes down to meeting requirements in the comprehensive plan. Is there a way to get \$. Williamson answered, no, cannot sell it.

6:43:31 PM Williamson, cited a case in Ketchum, cannot condition a vacation. Vacations must protect certain easements non-exclusive and must do an ordinance. Williamson will prepare an ordinance for a future meeting.

Brown 6:47:00 PM moves to approve the vacation request from Charles Holt and Clear Creek Land Co. Inc. to vacate a 20 foot wide strip on both sides of Chestnut Street adjacent to Blocks 6 and 7, Original Hailey Townsite, finding that the vacation does not conflict with the interests of the adjacent property owners and public utilities, the vacation is in conformance with the Comprehensive Plan, will not be detrimental to the future development of the neighborhood and the public right-of-way, and the portion proposed for vacation no longer serves a public purpose with the following conditions: 1) Utility easements for existing utilities in Areas A and B must be recorded according to the City Engineer's recommendations; and 2) Snow storage and snow removal easements must be recorded on Areas A and B according to the Street Superintendent's recommendations, seconded by Burke, (page 231 of packet - looking at the snow plow easement, ordinance to come in next meeting with map specifying the easements. Motion passed with roll call vote. Brown, yes. Keirn, yes. Cooley, yes. Burke, yes.

PH 385 Public Hearing and consideration of a request from Faye Matthies to assign the name Serenity Place to a currently unnamed private street described as Parcel ZZ of First Amended Woodside Subdivision Final Plat No. 15, of Block 61 in Woodside Subdivision

6:52:43 PM Austin gives overview, pinpointing that the property owners believe that there is a public safety issue with having a Woodside address.

6:57:01 PM Bob MacLeod is there a limit to characters of a street name? No, answered Hellen.

6:57:35 PM Renee Tatterson 1011 Broadford Road thinks this is a great thing to do.

6:58:07 PM Brown moves to approve name Serenity Place of a currently unnamed street, which is located in Woodside Subdivision described as parcel ZZ of First Amended Woodside Subdivision Final Plat No. 15 of Block 61, seconded by Burke, Motion passed with roll call vote. Brown, yes. Cooley, yes. Burke, yes.

Ensued a brief discussion with council and staff regarding private street signs expense and notification of emergency service agencies regarding the new street name.

PH 386 (This Item Will Be Continued) Public Hearing and consideration of a City of Hailey initiated text amendment, amending Hailey's Zoning Ordinance, Ordinance No. 532, by amending Section 8.2.2 to amend the definition of animated sign and to add the definition of electronic message

display by amending section 8.2.6 of the Zoning Ordinance to delete animated signs as a prohibited use, and by amending 8.2.11(I) of the zoning code to provide for standards for electronic message displays and animated signs (no documents)

PH 387 (This Item Will Be Continued) *Public Hearing and Consideration of a City of Hailey initiated text amendment, amending Hailey's Zoning Ordinance, Ordinance No. 532, by adding a new Section 4.15 which creates an Information Overlay District, by amending Section 5.4 to add electronic message displays and animated signs as permitted or conditionally permitted signs in the Information Overlay District and by amending the Official Zoning Map for the City of Hailey to include the Information Overlay District (no documents)*

PH 386 and 387 – Motion to continue these items to the Nov. 18th meeting, made by Burke, seconded by Cooley. Motion passed with Roll Call vote, Brown, yes. Burke, yes. Cooley, yes.

NEW BUSINESS:

NB 388 *Introduction of Municipal Code Chapter 13 amendment to set the method for determining Water fixed and variable fees and Wastewater fees*

7:00:18 PM Mariel Platt opens this discussion, city code establishes structure for our budget, what is variable and what is fixed fees. Platt named the objectives of our user fees, make rates more equitable, promote water conservation, reduce future capital expenses. 7:03:17 PM Tom Hellen explained the analysis performed to understand the usage trends. 7:04:42 PM Williamson recaps the options of user fees. Platt and Williamson tried to identify budget line items as either fixed or variable. Then they tried to pinpoint which fees could or should be fixed or variable, water makes sense to use a percentage, wastewater doesn't make sense to be variable as most volume is constant on Wastewater.

7:10:36 PM Hellen explained charges across residences and commercial properties. For the last six / seven years, he has set rates, he wants a more stable solution.

7:12:24 PM Mariel Platt explains the options in more detail, set percentage for water budget and fees 75% variable and 25% fixed. 100% variable for Wastewater budget and fees Interim FY2014 evaluate and review generated revenue for both water and wastewater.

7:14:57 PM Hellen reviewed a chart which compares current to proposed rates.

7:18:15 PM Platt suggests to look at these rates quarterly to see how things are shaping up. Additional consideration, phasing approach. Next steps to consider, suggest Public Hearing on 10/21/13, to set user fees going forward.

7:20:27 PM Brown liked the whereas clauses. Council is in support of this proposal.

Request for Public Comments:

7:21:18 PM Peter Lobb 403 E. Carbonate spoke to council. Lobb read this 10 times, it is fair and it works, he thinks this is the best thing that has happened to rates ever. Lobb doesn't have any issues and was pleasantly surprised with this.

7:22:38 PM Geoffrey Moore of 406 1st Ave South in Hailey, talks to council about his specific situation, Accessory Dwelling Units, can this be accounted for? He does not see a large fee increase in his situation.

7:27:32 PM Bob MacLeod, 417 East Myrtle speaks to council. MacLeod states that April (his wife) loves flowers and therefore his water usage is high. Overall he thinks this looks good.

OLD BUSINESS:

OB 389 3rd Reading Ord. No. 1131 and consideration of Ordinance Summary- City of Hailey initiated text amendment to Title 18 of the Hailey Municipal Code, the Mobility Design Ordinance, by amending Section 18.04 to allow the Hearing Examiner or Planning and Zoning Commission to approve an infrastructure project in conjunction with a zoning and subdivision application which involves a final decision by the Hearing Examiner or Planning and Zoning Commission. The amendment further defines the required standards of the Mobility Design Ordinance as it relates to Large Subdivisions and smaller projects

3rd Reading Ordinance No. 1131 – summary 7:28:44 PM **Brown moves to approve Ordinance summary No. 1131, seconded by Burke, approved with roll call vote. Burke, yes. Cooley, yes. Brown, yes.**

Keirn conducted the 3rd reading of Ordinance No. 1131 by title only.

OB 390 3rd Reading Ord. No. 1134 Chapter 13 housekeeping amendment, to clarify that Hailey's water regulations apply only to the use of water from City of Hailey's water system, not all water used within the city limits of Hailey

7:29:35 PM **Brown moved to approve Ordinance No. 1134, seconded by Burke. Motion passed with roll call vote. Cooley, yes. Brown, yes. Burke, yes.**

Keirn conducted the 3rd reading of Ordinance No. 1134 by title only.

OB 391 3rd Reading Ord. No. 1135, and Consideration of Summary City of Hailey initiated text amendment to Article 2.2 the Zoning Ordinance, Ordinance No. 532, to revise the definition of City Standards and by amending Article 10.3.8 to require sidewalks in a PUD to be constructed in accordance with City Standards

7:30:15 PM **Brown moved to approve Summary of Ordinance No. 1135, seconded by Burke, motion passed with roll call vote. Cooley, yes. Brown, yes. Burke, yes.**

Keirn conducted the 3rd reading of Ordinance No. 1135 by title only.

OB 392 2nd Reading of Ordinance No. 1136 - City of Hailey initiated text amendment, amending Hailey's Zoning Ordinance, Ordinance No. 532, by amending Section 3.6 to require reconsideration for alleged failure to identify compliance or noncompliance with express approval standards or explain compliance or noncompliance with decision criteria, as required by the recent amendments to Idaho Code §67-6522

7:31:13 PM 1136

Keirn conducts 2nd reading of Ordinance No. 1136, by title only.

OB 393 2nd Reading of Ordinance No. 1137 - City of Hailey initiated text amendment, amending Hailey's Subdivision Ordinance, Ordinance No. 821, by amending section 2.6 to require reconsideration for alleged failure to identify compliance or noncompliance with express approval standards or explain compliance or noncompliance with decision criteria, as required by the recent amendments to Idaho Code §67-6522

7:32:51 PM Keirn conducts 2nd Reading of Ordinance No. 1137, by title only.

STAFF REPORTS:

7:33:39 PM Austin announced a positive newspaper article regarding Economic Development projects in Hailey. Also, Austin mentions the staff report in council's packet regarding 810 South Main, re-addressing of some businesses.

7:35:22 PM Heather Dawson asks if council can meet Wed. or Thurs. Oct. 23rd or 24th? Heather will send an email reminder to finalize the date of a special council meeting.

7:36:48 PM Platt Welcome Center received Silver LEED Certification, Platt gave some statistics on how we achieved this goal.

Special meeting is called for on Wed Oct 9th for final round of the fire chief interviews.

7:39:36 PM With no further business to discuss, Don Keirn concluded the meeting at 7:40 P.M.

Don Keirn, Council President

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 11/04/13 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on October 9, 2013 and to suspend reading of them.

AUTHORITY: ID Code 67-2344 IAR _____ City Ordinance/Code _____

Idaho Code requires that a governing body shall provide for the taking of written minutes at all of its meetings, and that all minutes shall be available to the public within a reasonable period of time after the meeting. Minutes should be approved by the council at the next regular meeting and kept by the clerk in a book of minutes, signed by the clerk.

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE SPECIAL MEETING OF THE
HAILEY CITY COUNCIL
HELD OCTOBER 9, 2013
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 1:00 P.M. by Mayor Fritz Haemmerle. Present were Council members Carol Brown, Don Keirn, Pat Cooley, and Martha Burke. Staff present included, City Administrator Heather Dawson, and City Clerk Mary Cone.

12:59:47 PM call to order

1:00:23 PM **Burke moved to accept the amended agenda items CA 400, CA 401 and OB 402, Keirn seconded, and set the next special meeting for Tuesday Oct 15th, at 5:30 pm, passed with roll call vote. Brown, yes. Cooley, yes. Burke, yes.**

CONSENT AGENDA:

CA 400 Motion to approve claims for expenses incurred during the month of September, 2013, and claims for expenses due by contract in October, 2013

1:01:35 PM **Burke moves to approve all consent agenda items, seconded by Keirn, motion passed with roll call vote. Brown, yes. Cooley, yes. Burke, yes.**

OLD BUSINESS:

OB 402 2nd Reading of Ordinance No. 1138 - adoption of the Urban Renewal Plan for the Gateway District Urban Renewal Project and proceed with the first reading of Ordinance 1138 identifying the Gateway District as an Urban Renewal District, thereby establishing a baseline property value for creating of the district and directing the URA Chair to proceed with implementing the plan accordingly

1:02:44 PM **Mayor Haemmerle conducted the 2nd reading of ord. no. 1138, by title only.**

EXECUTIVE SESSION:

1:03:48 PM **Brown moved to go into Executive Session for Personnel (IC 67-2345(1)(a)), seconded by Burke, motion passed with roll call vote. Burke, yes. Keirn, yes. Cooley, yes. Brown, yes**

1:04:16 PM **Mayor and council moved to go into Executive Session to conduct final round interviews for the Hailey Fire Chief position.**

Fritz X. Haemmerle, Mayor

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 11/04/13 DEPARTMENT: Clerk's Office DEPT. HEAD SIGNATURE M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on October 15, 2013 and to suspend reading of them.

AUTHORITY: ID Code 67-2344 IAR _____ City Ordinance/Code _____

Idaho Code requires that a governing body shall provide for the taking of written minutes at all of its meetings, and that all minutes shall be available to the public within a reasonable period of time after the meeting. Minutes should be approved by the council at the next regular meeting and kept by the clerk in a book of minutes, signed by the clerk.

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE SPECIAL MEETING OF THE
HAILEY CITY COUNCIL
HELD OCTOBER 15, 2013
IN THE HAILEY TOWN CENTER MEETING ROOM**

Present: Carol Brown, Pat Cooley, Martha Burke, Don Keirn, Fritz Haemmerle

Staff: Micah Austin, Kristine Hilt, Mariel Platt, Jeff Gunter, Heather Dawson, Tom Hellen, Ned Williamson

4:58:29 PM Mayor Haemmerle called the meeting to order and asked for a motion from council to accept the late added items to the agenda, CA 403 CA 404, and PH 409.

4:59:11 PM **Brown motioned to approve the late added items, Burke seconds. Motion passed with roll call vote. Brown, yes. Keirn, yes. Cooley, yes. Burke, yes.**

4:59:16 PM Mayor called for public comment. None was given.

CONSENT AGENDA:

*CA 403	Motion to approve special event Hailey Halloween Hoopla to be held on October 31 st , 2013 from 3:00pm-6:00pm on 1 st Avenue, Main, Carbonate, Croy, and Bullion Streets	1
*CA 404	Motion to approve contractor's application for payment #9 as recommended by Civil Science in the amount of \$85,870.47	5
CA 405	Motion to approve claims for expenses incurred during the month of September, 2013, and claims for expenses due by contract in October, 2013	11
CA 406	Motion to approve Treasurer's reports from September 2013	15

4:59:47 PM Cooley pulled CA404

5:00:07 PM Motion to approve CA items 403, 405, 406 made by Burke, seconded by Keirn. Motion passed with roll call vote. Brown, yes. Keirn, yes. Cooley, yes. Burke, yes.

PUBLIC HEARINGS:

PH 407 *Consideration of Water and Wastewater proposed ordinance to set the procedures for determining Water and Wastewater Department fees*

5:01:13 PM Tom added information about the process of the approval of the fees. Heather Dawson suggested not adopting the fees because certain interested community members were not present.

5:02:15 PM Mayor Haemmerle called for public comment. None was given.

5:03:25 PM **Burke moved to adopt Ordinance No. 1139, authorize Mayor to conduct 1st Reading by title only, seconded by Keirn. Motion passed with roll call vote. Brown, yes. Keirn, yes. Cooley, yes. Burke, yes.**

PH 408 *Consideration of Resolution 2013-__ setting base water rates, metered water rates, and connection and other water fees*

5:05:01 PM Hellen added that this is the first time the resolution has been presented to Council. Mayor Haemmerle feels that it is necessary to have another public hearing on November 4th to adopt a resolution.

5:05:39 PM Mayor Haemmerle called for public comment. None was given. Council is to take matter up on November 4th.

PH 409 Consideration of Resolution 2013-__ setting Wastewater rates, and connection and other Wastewater fees

5:08:39 PM Mayor Haemmerl called for public comment. None was given.

5:09:25 PM **Brown moved to continue PH 408 and PH 409 to November 4th, Burke seconds. Motion passed with roll call vote. Brown, yes. Keirn, yes. Cooley, yes. Burke, yes.**

OLD BUSINESS:

OB 410 3rd Reading of Ordinance No. 1138 and consideration of Ordinance No. 1138 Summary - adoption of the Urban Renewal Plan for the Gateway District Urban Renewal Project and proceed with the first reading of Ordinance 1138 identifying the Gateway District as an Urban Renewal District, thereby establishing a baseline property value for creating of the district and directing the URA Chair to proceed with implementing the plan accordingly

5:10:21 PM Micah Austin added some final information about the third reading of the Urban Renewal Plan.

5:10:57 PM **Martha Burke moved to have the 3rd reading of the URA and approve the summary of Ordinance No. 1138. Carol Brown seconds. Motion passed with roll call vote. Brown, yes. Keirn, yes. Cooley, yes. Burke, yes.**

5:13:39 PM **Carol Brown moved to adjourn meeting, seconded by Martha Burke. Motion passed with roll call vote. Brown, yes. Keirn, yes. Cooley, yes. Burke, yes.**

Fritz X. Haemmerle, Mayor

Mary Cone, City Clerk

