

**AGENDA ITEM SUMMARY**

**DATE:** 11/5/2012

**DEPARTMENT:** Sustainability

**DEPT. HEAD SIGNATURE:** MP

**SUBJECT:** Ratification of Letter of Interest to US EPA, requesting bikeshare technical assistance for Mountain Rides.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

US EPA is offering technical assistance on bikeshare programs/projects. The bikeshare program that is being developed will be owned and operated by Mountain Rides because they are a subawardee of the Hailey Community Climate Challenge. However, this opportunity can only be applied for by local governments, so this LOI is signed and submitted by the City on behalf of Mountain Rides. See attached LOI.

If selected, the technical assistance will help Mountain Rides further develop its bikeshare business plan (i.e. fee structure, sponsorship, etc.), placement of hub locations and outreach and marketing to the Latino community.

There is no financial commitment or in-kind match required by either the City of Mountain Rides.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Ratify the approval and Mayor's signature on the Letter of Interest sent to US EPA on Friday, Oct. 26, 2012.

**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)

October 25, 2012

RE: Building Blocks for Sustainable Communities Letter of Interest – Tool #1: Planning  
Bikeshare Programs

Dear Ms. Dale:

The challenge of implementing a bikeshare program is that people have become all too accustomed to their cars. They use their cars to drive to and from work and run errands. We want the community to opt into the bikeshare program and get out of their cars. We have researched bikeshare programs and vendors, selected a vendor – Social Bicycles – and have purchased them, but we have yet to work out a number of planning, administration, and implementation elements that are critical to a successful program. We live in a small community with a population of about 8,000 people. Hailey is located in a narrow valley, where the distances across town range from about 2 miles (north-south) and 0.25 miles (east-west). It is very feasible to choose to use a bike for all travel within Hailey. However, the key is successful outreach and marketing, to get the community excited and engaged, as well as successful implementation and management. We live in a community that is highly active and motivated by healthy living and lifestyle; however, car travel, even for short distances, is still the norm.

The tool directly applies to the nature of the smart growth element, for which we want to receive technical assistance. We have 16 bikes, but are not ready to launch the program until spring 2013 and we have a ways to go towards ensuring the program is successful. We have field tested some bikes this fall by providing bikes to a number of organizations and businesses and have conducted a focus group, but we are still challenged by: 1) remaining system planning, 2) business plan, system operations, and 3) health, safety, and social equity issues. We request assistance on all or part of the following:

- how best to implement and manage the program before spring and/or possibly during the first part of implementation in the spring/summer of 2013, including the selection and refinement of hub locations.
- how best to structure the membership and/ or fee,
- how to create incentives and work with businesses on sponsorship, and
- how to reach underrepresented communities within the City of Hailey, particularly the Latino community, which is 30% of Hailey's demographic.

Help with any or all of these topics would help better ensure program success and lay the groundwork for neighboring communities to replicate the effort.

We will include traditionally underrepresented communities by having one or possibly more of the bike racks near bus stops and apartment buildings in a section of town called Woodside where there is a large Latino population and low-income population base, who participate in public transportation. We have discussed future phases to include materials and websites in Spanish, but beyond translating materials to Spanish we are unsure what the best strategy is to

engage and promote bikeshare within these communities. Historically, this population has been a challenge for the city to successfully engage.

The City of Hailey was awarded US EPA's Climate Showcase Communities grant and has partnered with Mountain Rides, the area's transportation authority, to own and operate the bikeshare program in Hailey. Sixteen (16) bikes have already been purchased through Social Bicycles and the early stages of planning have begun. The capacity for successful implementation exists through organization, political and policy adoption, and recent and planned physical improvements. Mountain Rides is a highly respected and effective organization in the region and has the capacity and transportation expertise to successfully implement this program. The city of Hailey was recently awarded DOT's Tiger II grant and is nearing completion of a complete street project, which provided pedestrian and bike infrastructure along an entire Boulevard which happens to service primarily low-income and Latino neighborhoods. The city has recently adopted a complete streets ordinance, which will put into practice and implement Hailey's Transportation Master Plan, to further increase bike infrastructure throughout the city and provide a public process for all infrastructure improvements.

We received federal money from the US EPA through the Hailey Community Climate Challenge to purchase the bikes from Social Bicycles. The proposed work will advance the livability principles by providing more transportation choices, coordinate and leverage federal investments, and enhance the value and voice of existing and overburdened neighborhoods. An integrated planning process is always best and the complete streets ordinance now requires community input on infrastructure projects, so the requested workshop will help the city and Mountain Rides further these goals. The workshop is consistent with objectives of the Hailey Transportation Master Plan. Public workshops and meetings are not uncommon at the city and are required by ordinance in numerous occasions, but have generally not been successful at getting underrepresented populations to attend or participate. Help with this, is key to implementing a bikeshare program that is inclusive and successful.

All elements listed in "What the community Provides" section of the bikeshare tool will be provided. Mountain Rides has two dedicated personnel, the Executive Director and one full time bikeshare coordinator. In addition, the Hailey Community Climate Challenge Project Manager and the Environmental Resource Center are dedicated to the project and will provide marketing and outreach support as well as any other assistance needed to ensure the technical assistance efforts are a success.

**Primary Point of Contact:**

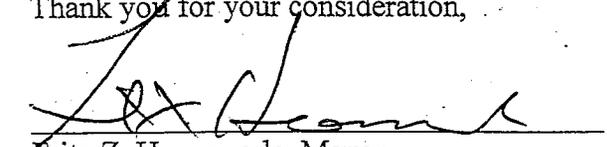
Kaz Thea - Bikeshare Coordinator, Mountain Rides  
[kaz@mountainrides.org](mailto:kaz@mountainrides.org), 208-720-7805  
PO Box 3091, Ketchum, ID 83340

**Key Stakeholders:**

Jason Miller - Director, Mountain Rides  
[Jason@mountainrides.org](mailto:Jason@mountainrides.org), 208-788-7433  
PO Box 3091, Ketchum, ID 83340

Mariel Platt - Sustainability Coordinator, City of Hailey  
[Mariel.platt@haileycityhall.org](mailto:Mariel.platt@haileycityhall.org) 208-788-9815, ext. 24  
115 Main Street South, Hailey, ID 83333

Thank you for your consideration,

  
Fritz Z. Haemmerle, Mayor  
City of Hailey

Date 10/26/12

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**AGENDA ITEM SUMMARY**

**DATE:** 11/5/2012 **DEPARTMENT:** Public Works/Sustainability **DEPT. HEAD SIGNATURE:** MP

**SUBJECT:** Ratification of Certificate of Substantial Completion for the Interpretive Center

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

RLB has signed the Certificate of Substantial Completion and recommended the owner do the same. Staff has reviewed Sawtooth Construction's work and has recommended that the Mayor sign the Certificate, prior to Oct. 27, 2012 – the date the city could begin claiming liquidated damages.

The Mayor signed on Oct. 26, 2012. See attached Certificate.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> City Administrator       | <input type="checkbox"/> Library                        | <input type="checkbox"/> Benefits Committee        |
| <input checked="" 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 checked="" type="checkbox"/> Sustainability |
| <input type="checkbox"/> Engineer                 | <input checked="" type="checkbox"/> Public Works, Parks | <input type="checkbox"/> _____                     |
| <input type="checkbox"/> Fire Dept.               | <input type="checkbox"/> P & Z Commission               | <input type="checkbox"/> _____                     |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Ratify the approval and Mayor's signature for the Certificate of Substantial Completion for the Interpretive Center.

**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)

# AIA<sup>®</sup> Document G704<sup>™</sup> – 2000

## Certificate of Substantial Completion

PROJECT: <i>(Name and address)</i> HAILEY RODEO PARK INTERPRETIVE CENTER 781 MAIN STREET HAILEY, ID 83333	PROJECT NUMBER:  CONTRACT FOR:  CONTRACT DATE:  TO CONTRACTOR: <i>(Name and address)</i> SAWTOOTH CONSTRUCTION P.O. BOX 41 KETCHUM, ID 83340	OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
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PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

INTERPRETIVE CENTER

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

RUSCITTO/LATHAM/BLANTON  
ARCHITECT

BY

OCTOBER 24, 2012  
DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ 2,000.00

The Contractor will complete or correct the Work on the list of items attached hereto within ( 30 ) days from the above date of Substantial Completion.

SAWTOOTH CONSTRUCTION

CONTRACTOR

BY

10/24/2012

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) or (date).

CITY OF HAILEY

OWNER

BY

DATE

10/26/12

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

AGENDA ITEM SUMMARY

DATE: 11/05/2012

DEPARTMENT:

CDD

DEPT. HEAD SIGNATURE:MA

SUBJECT: Contract for services with the Hailey Chamber of Commerce in the amount of \$61,000.

*with Resolution 2012-81*

AUTHORITY:  ID Code  
(IF APPLICABLE)

IAR \_\_\_\_\_

City Ordinance/Code \_\_\_\_\_

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

**Contract for Services:**

- The final contract (attached) has undergone several reviews from both city staff and the Hailey Chamber of Commerce. The current and final draft of the contract achieves both the goals of the City and the Chamber while setting clear objectives on both sides for deliverables and expectations. At the recent board meeting of the Hailey Chamber of Commerce on October 24, the board approved the contract with some minor revisions which are reflected in this contract. Specifically, the contract addresses the following areas with funding levels:
  - Hailey Business Promotion and Special Events Support and Marketing
    - \$35,000 allocated in contract
    - I.e.: Website, marketing, press releases, social media, advertising, special events, events tracking, volunteer tracking, sponsor/supporter tracking, etc.
  - Visitor Services
    - \$23,000 allocated in contract
    - I.e.: VC operation, visitor services vis-à-vis business relations, visitor tracking and statistics, etc.
  - Town Improvement
    - \$3,000 allocated in contract
    - I.e.: flower basket program

**Lease Agreement for Welcome Center:**

- The lease agreement between the Chamber of Commerce and the City of Hailey is not ready for approval at this time, however the City and Chamber have met on two occasions to discuss the terms of the lease agreement. These discussions addressed upkeep of the building, payment of utilities, maintenance of restrooms and other public spaces in the building, landscaping and grounds maintenance, and other housekeeping issues. The following is a summary of proposed terms in the lease agreement:
  - No rent will be charged because the City values the visible presence of the Chamber on Main Street and values having a permanent occupant of the Welcome Center.
  - Utilities will be split according to amount of square footage allotted to "chamber" functions as opposed to "city" functions. I.e. the portion of utilities serving the "Interpretive Center" and public restrooms and meeting room portions of the building will be paid for by the city with the Chamber paying for the portion of the building's utilities tied to their public greeting space and their office space.
  - City will maintain and clean restrooms, public spaces in the building, and public grounds surrounding the building. Chamber will clean their own greeting space and office space.
  - The Chamber is responsible, in part, for maintaining the LEED certification on the building. This includes the following activities:
    - smoking restrictions,
    - use of preferred parking space,
    - office recycling,
    - light bulb replacement,
    - HVAC operation and HVAC controls and
    - use of natural ventilation in the building

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

\$61,000 will be paid to the Chamber of Commerce from LOT proceeds during FY 2013, according to the contract.

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Approve the Contract for Services with the Hailey Chamber of Commerce for FY 2013. *w/ Resolution 2012-81*

Give direction to staff regarding the proposed terms of lease, to be finalized at a future meeting.

**ACTION OF THE CITY COUNCIL:**

Date : \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

Copies (all info.): \_\_\_\_\_

Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_

Copies (AIS only)

**CITY OF HAILEY  
RESOLUTION NO. 2012-81**

**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 5th day of November, 2012.

City of Hailey

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Fritz X. Haemmerle, Mayor

ATTEST:

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Mary Cone, City Clerk

## CONTRACT FOR SERVICES

(City of Hailey and the Hailey Chamber of Commerce)

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into this \_\_\_\_\_ day of September, 2012, 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 Numbers 950 and 1035, which impose a local option tax pursuant to Idaho Code § 50-1044 through November 30, 2029;

D. Taxes collected pursuant to such ordinance 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 No. 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 provided 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, quarterly installments shall be made within the fiscal year on or before January 25, 2012, and continuing on the 25<sup>th</sup> day of the first month of each quarter thereafter (April, July, and October), through the term of this Agreement.

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, 2012, until September 30, 2013.

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 and promote advertise and increase advertising 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 \$3529,000)

### 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:

- viii. Report press communications, goals.

- ix. Number and type of press releases.
- x. Number and placement of ads.
- xi. List of events supported by the Hailey Chamber.
- xii. Number of attendees of each event held.
- xiii. Number of sponsors.
- xiv. Number of volunteer hours.

B. Visitor Services and Marketing. 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 on Main Street, Hailey, Idaho or any other suitable location within the city 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 inquires 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 \$23,000)

Action Items:

- xv. Maintain relevant Visitors Center hours of operation.
- xvi. ~~Provide Hailey City Hall hours of operation schedules.~~
- xvii. Provide access to information through Visitors Center and online resources.
- xviii. ~~Continue to improve the content of website and search engine optimization.~~
- xix. Provide referrals to Hailey Businesses.
- xx. Promote and advertise ~~Develop and market~~ special rates and discounts offered to visitors
- xxi. Produce current visitor informational pieces and relocation packets, including downtown visitor's guide.

Reporting Items:

- xxii. Costs to maintain Visitors Center.
- xxiii. Track visitor inquiries,
- xxiv. Track number of visitors to center.
- xxv. Track location and distribution volume of brochure distribution points.
- xxvi. Track number of web visitors.
- ~~xxvii. Track number and type of press releases.~~

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 2012/2013, 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 keep a record of all written and oral inquiries received and all information distributed during the contract period for the services to be provided under this Agreement and shall submit a monthly statistical report to Hailey of these activities beginning on October 1, 2012, and continuing on the fifteenth business day of every month thereafter during the term of this Agreement. The monthly reports shall be submitted to Hailey for the purpose of justifying and receiving quarterly 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. Quarterly Payments. To receive payments for the services described in paragraphs 3(A) through (F) of this Agreement, inclusive, the Chamber shall submit the monthly reports described in paragraph 4(C) of this Agreement. The quarterly 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. The maximum payment amount may be exceeded by 10% with approval of the Hailey City Administrator, provided that the contract amount of \$61,000 is not exceeded.

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  
115 Main Street So.  
Hailey, Idaho 83333

Hailey Chamber of Commerce  
P.O. Box 100  
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 the 100% 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 an 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

\_\_\_\_\_  
Chamber of Commerce President-Lynda Anderson

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

\_\_\_\_\_  
Chamber of Commerce Vice President- Jane Drussel

**AGENDA ITEM SUMMARY**

**DATE:** 10/16/12 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** \_\_\_\_\_

**SUBJECT:**

New Alcohol Beverage License for Runway Gift Café, Inc.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 5.04, 5.08, 5.12  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

New Alcohol Beverage License will expire on July 31, 2013 at which time they will need to reapply to the State, County and City.

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

**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:**

Approve the following alcohol beverage license, which has been approved by HPD.

**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: \_\_\_\_\_ \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies  
Instrument # \_\_\_\_\_



# ALCOHOL BEVERAGE LICENSE APPLICATION

### APPLICATION FOR:

Liquor \$562.50

Wine by the Drink \$200.00  200.00

Beer by the Drink \$200.00  200.00

Grocery Sale of Wine \$200.00

Grocery Sale of Beer \$50.00

### APPLICATION IS:

New License

Renewal

Transfer

TOTAL DUE: 400.00

Applicant Name: ERICA A. NIEMI

Business Name: RUNWAY GIFT CAFE, INC. DBA RUNWAY GIFT CAFE

Business Physical Address: 1100 AIRPORT WAY, HAILEY, ID 83333

Business Mailing Address: PO BOX 4497 HAILEY, ID 83333

Business Phone Number: 208-721-0526

Property Owner (if different from applicant): BLAINE COUNTY

*(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)*

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Erica A. Niemi  
Applicant Signature

10/16/12  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public OR City Clerk

Residing at: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

<b>Official Use Only</b>	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
	_____
Chief of Police	

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

**AGENDA ITEM SUMMARY**

DATE: 11-5-12 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: [Signature]

**SUBJECT:**

Request for approval of the Hailey Hometown Holidays Celebration to be held in the Hailey Holiday Square on Croy Street between Hwy 75 and River St. to be held on Saturday's beginning November 17<sup>th</sup> through December 22<sup>nd</sup>, 2012. November 17<sup>th</sup> hours are from 4:00 pm to 6:00 pm and every other Saturday from 12:00 pm to 2:00 pm.

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve the Hailey Hometown Holidays Celebration and authorize the Mayor to sign.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

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

## DECISION

Based on the Application for a Special Event Permit for the 2012 Hailey Hometown Holidays Celebration, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

### Standard Conditions

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

### Other Conditions

DATED this 5<sup>th</sup> day of November, 2012.

CITY OF HAILEY

By: \_\_\_\_\_  
Fritz Haemmerle, its Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

## AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the 2012 Hailey Hometown Holidays Celebration that will occur on Saturdays from November 17<sup>th</sup> through December 22<sup>nd</sup> ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a security services deposit established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to

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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 5<sup>th</sup> day of November, 2012.

APPLICANT:

By: \_\_\_\_\_

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

CITY OF HAILEY:

By: \_\_\_\_\_  
Fritz Haemmerle, its Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, its City Clerk

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



HFD: \_\_\_\_\_ CERT INSURANCE: City  
 HPD: \_\_\_\_\_ STR CLOSURE: yes ✓  
 HPD SEC: \_\_\_\_\_ BARRICADE MAP: \_\_\_\_\_  
 HENG: ✓ CATERING PERMIT: \_\_\_\_\_  
 AMPL PERMIT: yes SIGN PERMIT: \_\_\_\_\_

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 OCT 17 2012

**SPECIAL EVENT PERMIT APPLICATION**

**EVENT NAME:** Hailey Hometown Holidays Celebration - a series of events

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

Public Property       Private Property

Hailey Holiday Square

**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
<b>Nov 17</b>	Start Time: 4:00      End Time: 6:00	One Hour Interval: <u>250</u> All Day:
Nov 24, Dec 1, Dec 8, Dec 15, Dec 22	Start Time: 12:00      End Time: 2:00	One Hour Interval: <u>100 - 200</u> All Day:
<u>Date of Set-Up</u> <small>11/17 - 11/24, 12/1, 12/8, 12/14, 12/22</small>	Start Time: 8:00 AM      End Time: 6:30 PM	
<u>Date of Tear Down</u> <small>same as set-up dates</small>	Start Time: <u>11/17 6:30</u> other dates 2:30      End Time:	

**IV. FEES**

Special Event Permit Application Fee      \$125            125.00

Events that meet the following criteria may be exempted from Park Rental Fee by resolution of the City Council:

- Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators.      Tax Exempt #: \_\_\_\_\_
- Promoted locally and regionally within the state and the northwest.

Per Day Park Rental Fee      \$200            /

Tax (on park rental fees only)      6%            /

Security Services Deposit            /

**TOTAL DUE**      125.00

**V. ORGANIZATION INFORMATION**

Sponsoring Organization: City of Hailey, Hailey Chamber of Commerce, South Valley Merchants Assoc.

Applicant's Name: Geegee Lowe      Title: Hailey Chamber

Address: 706 S. Main St Box 100      City: Hailey      State: Id      Zip: 83333

Telephone Day: (208)788-3484      Evening: (208)720-7395      FAX: (208)578-1595

Applicant Driver's License #: \_\_\_\_\_      EMAIL: geegee@haileyidaho.com

Federal Tax #: \_\_\_\_\_      State Tax #: \_\_\_\_\_

**VI. EVENT INFORMATION**

New Event: Yes \_\_\_\_\_ No \_\_\_\_\_      Annual Event: Yes X \_\_\_\_\_ No \_\_\_\_\_      Years Operating 10 +

Event Category:       Commercial       Noncommercial

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

Description of Event: Tree Lighting Ceremony, Santa, Music and Cocoa 11/17 4 - 6  
11/24 - Dec 22 Hailey Holiday Raffle, Santa, Music etc 12 - 2

Additional Details: \_\_\_\_\_

**VII. INSURANCE REQUIREMENTS**

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

Insurance Company: Philadelphia Agent Name: Bisnett Phone: 10/17/2012  
 HOLD HARMLESS CLAUSE Betty Urbany

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

**SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED**

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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Street Closures & Access / Parade (if yes) <ul style="list-style-type: none"> <li>Street Closure for Special Event Application and detailed map listing areas of closure, parade route is required. <i>An ITD permit is required for Main Street.</i></li> <li>Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol Served (Free of Charge) (name of provider)
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
#	10	Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 200 sq. ft.			Food/Beverages will be served (List Caterers):
#	no	Security (detail who, number of officers, times. Attach plan)			Vendors items sold/ solicitation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Medical Services (Circle) First Aid and/or EMS Services *Determination of EMS services is dependent on event size and type. Who is providing this service: _____			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)	#	no	Booths: Profit / Non-Profit
#	no	Electricity / Generators (Size _____) Attach detailed electrical plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Activities / Entertainment (Agenda) Other equipment or entertainment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lighting plan: attach plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Gray Water Barrel / Grease Barrel (circle/detail # and locations)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stages (Number and Size(s) _____) <b>1 Stage 12x12</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sanitation -Trash bins, Dumpsters, Recycle (circle/detail # and locations)	#		Barricades. How many identify locations and attach logistics map
#	no	Porta Toilets / Wash Stations (Quantity ADA Regular _____)	#		EVENT estimated attendance: <u>200-300</u> Number of staff working event: <u>2</u> Number of volunteers working event: <u>5</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Drinking / Washing (circle)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Amplified Sound Permit-the allowable sound decibel level - (90) dB maximum

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

Event Organizer's Signature: Gegece Lowe Date: 10/16/2012



## STREET CLOSURE FOR SPECIAL EVENT

**EVENT NAME:** Hailey Hometown Holidays Celebration - a series of events!

The above listed event received a street closure permit for a community event.

**STREET CLOSURE DATES:** November 17 - to at least December 22

Route/street closure is map is attached.

Names of streets to be closed (attach further closures on a separate sheet if needed)		
Croy Street	Between (street) Main Street (HWY 75)	And (street) River (only to Alley between Main and River
	Between (street)	And (street)
Time of Street Closure All day	Start: <i>Nov 17 4-6</i> <i>Other Dates</i>	End:
Participant type and number of entries of each type (check all that apply): <i>12-2</i>		
<input checked="" type="checkbox"/> Participants/Spectators <small>250-500</small> <input type="checkbox"/> Animals _____ <input type="checkbox"/> Vehicles _____ <input type="checkbox"/> Floats _____ <input type="checkbox"/> Busses _____ <input type="checkbox"/> Bikes _____		



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AMPLIFIED SOUND PERMIT APPLICATION BY: \_\_\_\_\_

**Instructions:**

Fill in the details on the application return it to the Special Events Administrator. It will then be forwarded to the appropriate authority for approval and signature. The completed and signed application will act as your permit and will be forwarded to you once approvals and signatures are completed.

It is important for the success of your event that surrounding residents and businesses are aware of the event and to have a contact for the event. It is your responsibility to notify all residents and businesses in the immediate area that may be affected by the events amplified music prior to the event. On the back of this permit is a form entitled "Notification of Amplified Sound Event" to be used for notification. Please fill out the form, copy and distribute it to your event neighbors.

By notifying surrounding residents in advance of your event, it is the expectation of the City of Hailey that you will take the opportunity to correct amplification levels if you are contacted directly.

Events may require an Amplified Sound Permit to be filed along with a Special Events Permit. The Hailey Municipal Code does exempt certain events as a special event, however, an Amplified Sound Permit maybe required. Please contact the Special Events Administrator at 208-788-4221 x22 to help determine the requirements for your event.

**Applicable Requirements:** There is no fee for the administrative review of this application or the first Hailey Police Department visit to your event, for visits 2 and more the fee charged to the applicant will be \$25.00 per visit. The allowable sound decibel level is - (90) dB maximum and sound may only be amplified between the hours of 10 am and 10 pm.

Name of Applicant: Hailey Chamber of Commerce Phone: (208)788-3484  
Address of Applicant: 706 S. Main Street P.O. Box 100  
Type of Event: Public - Hailey Hometown Holidays  
Location of Event: Hailey Holiday Square  
Date of Event: 11/17-11/24-12/1-12/8-12/15-12/22 Number of People Expected: 200 - 400  
Time of Amplification: From 11/17 4 - 6 to other Dates 12-3

By signing this application, you are confirming the receipt and knowledge of the applicable requirements and agree to comply with them. In the event the Police Department has to intervene, the permit may be voided if found to not be in compliance with the applicable requirements.

Signature of Applicant: *Jeque Lowe* Date: 10/17/2012

When signed by the Police Chief or designee, a copy of the signed application will be your permit.

Chief of Police, or designee Signature: *[Signature]* Date: 10-31-12

<input checked="" type="checkbox"/>	<b>Permit Approved</b>	(For City Use Only)
<input type="checkbox"/>	<b>Not Approved (check reason below)</b>	
<input type="checkbox"/>	Use of the equipment would constitute a detriment to traffic safety;	
<input type="checkbox"/>	The issuance of the permit would be otherwise detrimental to the public health, safety or welfare;	
<input type="checkbox"/>	The issuance of the permit will substantially interfere with the peace and quiet of the neighborhood or the community;	
<input type="checkbox"/>	The applicant would violate the provisions of this Code or any other law.	

