AGENDA ITEM SUMMARY

DATE: 07/26/10    DEPARTMENT: Public Works    DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for Hailey Y Kids Club Benefit Special Event on 07/29/10 at Old Cutters Park, 7pm-9pm.

AUTHORITY: □ ID Code _______ □ IAR __________ □ City Ordinance/Code Chapter 12.14
(IFAPPLICABLE)

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: (IFAPPLICABLE)

□ City Attorney __X__ Clerk / Finance Director __Engineer __X__ Building
□ Library __X__ Planning __X__ Fire Dept. __
□ Safety Committee __X__ P & Z Commission __X__ Police ___ Streets
X Public Works __X__ Parks __X__ Mayor ___

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Special Event Heads approved with the following comments:

- Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- This special event is within the RGB zoning district, which allows for Art, Entertainment, and Recreation. No provisions exist within the zoning code to address special events within this zoning district; however the Special Event standards address and mitigate neighborhood impacts.
- Declaration of Insurance needs to be submitted.
- Must have volunteers to direct vehicle parking to one side of each street only.

FOLLOW-UP REMARKS:

[Signature]
DECISION

Based on the Application for a Special Event Permit for the Hailey Y Kids Club Benefit, 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. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of $1,000,000, with the City of Hailey as an additional named insured.

Other Condition

a. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
b. This special event is within the RGB zoning district, which allows for Art, Entertainment, and Recreation. No provisions exist within the zoning code to address special events within this zoning district; however the Special Event standards address and mitigate neighborhood impacts.
c. Declaration of Insurance needs to be submitted.
d. Must have volunteers to direct vehicle parking to one side of each street only.

DATED this 26th day of July, 2010

CITY OF HAILEY

By: ____________________________
   Rick Davis, its Mayor

ATTEST:

______________________________
Mary Cone, its City Clerk

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

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Hailey Y Kids Club Benefit that will occur on July 29, 2010 from 7:00 p.m. to 9:00 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 26th day of July, 2010.

APPLICANT:

By: 

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

CITY OF HAILEY:

By:

Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk
SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Harley Y Kick Club Benefit

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

☐ Public Property  ☑ Private Property

Old Cutters Park

III. EVENT SCHEDULE

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

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/29/10</td>
<td>Start Time: 7pm  End Time: 9pm</td>
<td>One Hour Interval: 100  All Day: 100</td>
</tr>
<tr>
<td>Date of Set-Up</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/29/10</td>
<td>Start Time: 4  End Time: 5</td>
<td>One Hour Interval: All Day:</td>
</tr>
<tr>
<td>Date of Tear Down</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Start Time:   End Time:</td>
<td></td>
</tr>
</tbody>
</table>

IV. FEES

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Fee Amount</th>
<th>Quantity</th>
<th>Total Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Event Permit Application Fee</td>
<td>$125</td>
<td>☑</td>
<td>$125</td>
</tr>
<tr>
<td>Per Day Park Rental Fee</td>
<td>$200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security Deposit</td>
<td>$500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax (on park rental fees only)</td>
<td>6%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL DUE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional Deposit Required

Ⅴ. ORGANIZATION INFORMATION

Applicant's Name: Old Cutters Inc.  Title: Office Manager

Mailing Address: PO Box 986  Hailey

Street Address: 515 N. River St.  City: Hailey  State: ID

Day Telephone: 208-950-9627 / 578-7700  Evening Telephone: 208-950-9627

FAX Number: 208-578-7711  E-Mail Address: Ashley@OldCutters.com

7/15/2009
VI. EVENT INFORMATION

New Event: Yes ☒ No ☐ Annual Event: Yes ☐ No ☒ Years Operating ☐

Event Category: ☐ Commercial ☒ Noncommercial

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

Description of Event: "Space Change" to play a Dance Concert 7 pm - 9 pm

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: ___________________________ Agent Name: ___________________________

Address: ___________________________ Phone: ___________________________

Will provide insurance - at later date

HOLD HARMLESS CLAUSE

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

(Attach any additional pages as needed)

7/15/2009
### 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.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td>Street Closures &amp; Access / Parade</td>
<td>x</td>
<td></td>
<td>Alcohol Served (Free of Charge) (name of provider)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.</td>
<td></td>
<td>TBD</td>
<td>Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)</td>
</tr>
<tr>
<td>x</td>
<td></td>
<td>Street Closures &amp; Access / Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods</td>
<td></td>
<td>?</td>
<td>Food/Beverages will be served (List Caterers):</td>
</tr>
<tr>
<td>#</td>
<td></td>
<td>Canopies/Tents/Membranes/Temporary Structures (Number &amp; Size(s)) City of Hailey Fire Department, Fire Code Enforcement</td>
<td>#</td>
<td>#</td>
<td>Vendors items sold/ solicitation</td>
</tr>
<tr>
<td>#</td>
<td></td>
<td>Medical Services (Circle) First Aid and/or EMS Services Who is providing services?</td>
<td>#</td>
<td>TBD</td>
<td>Booths: Profit / Non-Profit</td>
</tr>
<tr>
<td>#</td>
<td></td>
<td>Security (detail who, number of officers, times. Attach plan)</td>
<td>#</td>
<td>TBD</td>
<td>Lighting plan: attach plan</td>
</tr>
<tr>
<td>#</td>
<td>x</td>
<td>Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)</td>
<td>x</td>
<td></td>
<td>Activities / Entertainment (Agenda) Other equipment or entertainment</td>
</tr>
<tr>
<td>#</td>
<td>x</td>
<td>Electricity / Generators (Size ______________________) Attach detailed electrical plan.</td>
<td>#</td>
<td></td>
<td>Signs or Banners: sign permit may be required by the City Planning and Zoning Department</td>
</tr>
<tr>
<td></td>
<td>x</td>
<td>Water Drinking / Washing (circle)</td>
<td></td>
<td></td>
<td>Stages (Number and Size(s)________________________)</td>
</tr>
<tr>
<td>x</td>
<td></td>
<td>Gray Water Barrel / Grease Barrel (circle /detail # and locations)</td>
<td>x</td>
<td></td>
<td>Barricades: How many identify locations and attach logistics map</td>
</tr>
<tr>
<td></td>
<td>x</td>
<td>Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations)</td>
<td></td>
<td></td>
<td>EVENT estimated attendance</td>
</tr>
<tr>
<td>#</td>
<td>x</td>
<td>Porta Toilets / Wash Stations (Quantity ADA Regular)</td>
<td>#</td>
<td></td>
<td>Number of staff working event</td>
</tr>
<tr>
<td></td>
<td>#</td>
<td>Number of volunteers working</td>
<td>#</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:**

**Date:** 7/15/09

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AGENDA ITEM SUMMARY

DATE: 7/24/10  DEPARTMENT: Building  DEPT. HEAD SIGNATURE: [Signature]

SUBJECT: Review application for building permit extension for the Copper Ranch Athletic Facility

AUTHORITY: □ ID Code  □ IAR  x City Ordinance/Code Title 15
Municipal Code
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The original building permit for the Athletic Facility was issued on 7/17/06. Lido Equities has now filed for their 5th extension on the project. Jeff Smith appeared before the City Council on September 28th, 2009 when the Council asked him to clean up the facility and provide some landscaping before agreeing to approve the application. Mr. Smith stood before the Council once again on October 26th providing pictures of the project that showed that the site had been cleaned up and met the Council’s satisfaction at that time. I’ve attached minutes from both of those meetings for your convenience.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle #
Budget Line Item #   YTD Line Item Balance $   Estimated Completion Date:
Estimated Hours Spent to Date:   Staff Contact:  David Ferguson Phone #  789-9815 Ext 16
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

<table>
<thead>
<tr>
<th>City Attorney</th>
<th>Clerk / Finance Director</th>
<th>Engineer</th>
<th>Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library</td>
<td>Planning</td>
<td>Fire Dept.</td>
<td></td>
</tr>
<tr>
<td>Safety Committee</td>
<td>P &amp; Z Commission</td>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>Streets</td>
<td>Public Works, Parks</td>
<td>Mayor</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Title 15 in our Municipal Code states the following;
105.5 Expiration. Every permit issued by the Building Official under the provisions of this code shall expire and become null and void if the building or work authorized by such permit is not completed within 548 days after its issuance. Permits that expire under this provision may be extended for a period not to exceed 180 days by an application for extension filed with the City Council by the permittee 30 days prior to permit expiration. An application fee of $75.00 must be paid at the time of filing.
The applicant has complied with the above requirement.

On July 6th, 2010 I spoke with a representative for the owner of several Gold’s Gym’s in Idaho. He asked several questions regarding the status of the permit extension and wanted to be assured that the City would be willing to extend it for an additional 180 days.

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  *Additional/Exceptional Originals to:
Copies (all info.):  Copies (AIS only)
Instrument #  Draft 12-30-03
PH 407 Application for 4th extension of Copper Ranch Athletic Facility Building Permit which was initially filed on July 17, 2006.

HAILEY CITY COUNCIL MINUTES
September 28, 2009

Dave Ferguson gave an overview to council. Ferguson has received complaints from the public on the Athletic Facility not being completed and it being an eyesore.

Jeff Smith of 218 N. Cannon Drive Beverly Hills, CA spoke to council. Smith, the applicant, explained that the project has been personally funded up to present; now they are seeking financing for finishing the athletic facility and the remaining buildings. Smith explains that they are actively looking for another partner; John Sofro has been obtained to help market and find an additional partner. They are still selling condos although it is slow given the down market.

Smith acknowledged another partnership with a worldwide gym. Smith is looking for a partner that has experience in the field because it is very challenging to keep a fitness center viable.

Smith asks council to extend the building permit to allow them more time to find a partner. Smith has brought with him tonight attorney, Ed Lawson to answer any questions.

What % of the facility is complete asked Haemmerle. 75% of the facility is done; the outside is done replied Smith. In the last year how much work has been completed asked Haemmerle? $300,000 has been spent in the last year most of the expense was for the roof. What is the 25% that needs to be finished asked Haemmerle? Indoor Pool, Electrical, Plumbing, stucco, and landscaping are most of items left to be completed replied Smith. Haemmerle asked how long will it take to get completed given you can negotiate the price with the contractor? Smith replied 8 months to complete. Haemmerle asked if they are in default of any loans. Smith replied no, they are current on all their loans.

Williamson wants to hear a commitment from the applicant to get the exterior finishes done. Smith plans to get the HVAC done first. Williamson is concerned with the exterior of the building; he wants to hear that this will be a priority. Smith explained that they need to obtain a new partner before they can finish this project. John Sofro spoke to council. Sofro is on the board at Copper Ranch, now he is marketing on behalf of Copper Ranch and an owner of a Copper Ranch condominium. No one has a more vested interest that the owner Lido Equities to get this health club finished. Sofro believes that if the building permit is not extended then the business partner prospect may not be interested in buying/taking over/finishing the athletic facility because it would cause delays and expense. The YMCA is no longer interested in partnering with Lido Equities.

Williamson asked what the current plans are for building 15 & 17. Smith replies there are 6 condos still for sale. Once these are sold, they can move forward with beginning building 15 & 17. These condos are in the $200,000 price range much less than originally priced due to current market conditions.

Mayor Davis opened this up to public comment.

Geoffrey Moore of 1250 Woodside Blvd. spoke to council. Moore states that since the roof was just finished and Idaho Code forbids one to begin electrical work before the outside is completed. Moore also added that you cannot put the stucco on before the drywall is installed.

Peter Lobb of 403 East Carbonate spoke to council. Lobb is very concerned that we may have another Sweetwater on our hand. Lobb is for another extension but can this be the last one? Lobb does not feel that an extension would blow the deal with a gym partner.

Brown disclosed that her mother lives at Copper Ranch but she has not spoken about this subject to her. Like everyone else, Brown would like to see the outside cleaned up/finished. Brown is okay with the extension because it will give them time to get financing in place.

Keim is for the extension.

Haemmerle wants to see from a realistic standpoint what you (applicant) can do to make this place look better. Haemmerle wants to condition the extension based on the applicant's plan of items to do. Haemmerle wants the applicant to evaluate the situation and present the plan to the city. Smith spoke with Dave Ferguson a couple of months ago and since then he has begun cleaning up the site. Smith offered to continue to do clean up and will take pictures, and present them at the next council meeting.

Ferguson's suggestion is to extend the permit for 180 days. Haemmerle wants to extend the permit for a shorter period. Brown suggests extending for 180 days and then we can pull-it back if they do not keep their word.

Ed Lawson spoke for the applicant. Lawson feels that a temporary extension is not reasonable. Lawson feels that it would hurt negotiations with potential future partners.
Burke wants the applicant to make this project look okay on the outside. We have to operate under the assumption that it may not be finished within the 180 extension added Burke. But she is hopeful that the project will be finished soon.

Smith added that they are continuing to be aggressive in finding a construction loan and continuing to market the units.

Haemmerle shares this hope that Lido will find a partner and/or financing very soon. Also, Haemmerle is concerned with the appeal of this project to the neighbors.

Smith will work with Building Official Dave Ferguson to identify things to help with the outside appeal. Smith feels the council will be happy with his efforts.

Brown moves to allow the 4th extension to the building permit for 6 months with the conditions that at the Oct. 28th meeting the Lido Equities Group (the developer) returns to council with updates after working with staff within the next 60 days, seconded by Keirn, motion passed unanimously.

PH 452 Copper Ranch follow up discussion from September 28th council meeting

Jeff Smith, applicant from 218 N. Cannon Drive Beverly Hills, CA spoke to council. Smith handed out to council a list of improvements that have been done to the property and include color pictures of the property. The City in the September council meeting asked the owners of Copper Ranch Facility to clean up the site. All the containers have been removed, hazardous items removed and most of the debris disposed of. Smith came to tonight's meeting showing pictures of the site cleaned up.

Haemmerle rode by on his bicycle yesterday and he appreciates the clean-up effort made by the applicant. Brown thinks this looks nice. Haemmerle believes it looks better than what he anticipated.
AGENDA ITEM SUMMARY

DATE: 07/22/2010 DEPARTMENT: Treasurer DEPT. HEAD SIGNATURE:

SUBJECT: Moody's Application & Fee Schedule for Local Government Issuers

AUTHORITY: □ ID Code □ IAR □ City Ordinance/Code

(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Agreement to provide Moody's Investors Service with pertinent financial reports.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

The application covers the legal terms of the Rating and the fees associated with the rating the City received prior to the bond issue. Mayor's signature required prior to closing, August 3, 2010.

FOLLOW-UP/COMMENTS:
MOODY'S APPLICATION & FEE SCHEDULE FOR LOCAL GOVERNMENT ISSUERS

The undersigned hereby applies for a Moody's rating, as described in this Application.

City of Hailey
ISSUING AUTHORITY NAME

City of Hailey
BORROWING ENTITY'S NAME

The undersigned agrees to furnish to Moody's and/or where the undersigned is not the Issuer, will procure that the Issuer furnishes Moody's with pertinent financial reports and other information and data required by Moody's, in its sole discretion, in order that Moody's may appraise the Issuer or the specific issue. The undersigned also agrees on an ongoing basis to provide or procure the provision of updated information, including periodic financial reports, and copies of compliance certificates, amendments or waivers, and any other pertinent information which may be necessary for the purposes of monitoring the rating. The undersigned agrees and acknowledges that Moody's will rely on such information in its analysis and will not verify, audit or validate independently any information provided by the undersigned to Moody's. The undersigned warrants that all information supplied is true, accurate and complete in all respects. The terms of this Application supercede any other terms and conditions relating to the information, including terms and conditions of any website or electronic data room in which any of the information is posted, which terms and conditions will not apply to Moody's.

The undersigned agrees to pay or where the undersigned is not the Issuer will ensure that the Issuer will pay and, if the Issuer does not pay, will itself pay fees in accordance with the attached Fee Schedule. Moody's reserves the right to revise this Application and Fee Schedule.

This Application will renew annually on the anniversary of the date executed unless Moody's or the undersigned provides thirty (30) days prior written notice. Any termination of this Application shall not restrict Moody's from maintaining, revising or withdrawing any rating on the undersigned or any third party.

It is understood that Moody's rating, if assigned, will be subject to revision or withdrawal by Moody's at any time, without notice if information (or lack of information) warrants such action, in the sole opinion of Moody's.

Moody's is not providing and shall not provide any financial, legal, tax, advisory, consultative or business services to the undersigned or the Issuer, or advice on structuring transactions or drafting or negotiating transaction documentation. The Issuer and/or the undersigned should take their own legal, tax, financial and other advice when structuring, negotiating and documenting transactions. A rating opinion or discussions with Moody's analysts shall not be deemed as rendering advice on business operations. Any rating must be construed solely as a statement of opinion and not a statement of fact, an offer, invitation, inducement or recommendation to purchase, sell or hold any securities or otherwise act in relation to the Issuer or any other entity or otherwise in connection with any associated transaction or any other matter.

This Fee Schedule sets out Moody's fees for the period 1/1/2010 to 12/31/2010. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. Please request a current Fee Schedule at the time of your rating assignment.

Page 1 of 7
May 2010

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MOODY'S APPLICATION & FEE SCHEDULE FOR
LOCAL GOVERNMENT ISSUERS

Moody's does not guarantee the correctness of any information, rating or communication relating to the undersigned or the issuer. Moody's shall not be liable in contract, tort or otherwise to the issuer or the undersigned or any other third party for any loss, injury or cost caused to the issuer or the undersigned or any other third party, in whole or in part, including by any negligence (but excluding fraud, dishonesty and/or willful misconduct or any other type of liability that by law cannot be excluded) on the part of, or any contingency beyond the control of, Moody's or any of its employees or agents, in the procuring, compilation, analysis, interpretation, communication, dissemination, or delivery of any information or rating relating to the undersigned or the issuer. The undersigned will Indemnify and hold harmless Moody's and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application and Fee Schedule or the delivery to the undersigned or the Issuer of, or reliance by the undersigned or the Issuer or by any third party on, the rating or any breach of this Application and Fee Schedule by the undersigned or the Issuer, save that the terms of this paragraph shall not apply to the extent that any such claim arises by reason of any fraud or willful misconduct on the part of Moody's other than to the extent such claim derives from the misuse of the rating or from any reliance otherwise acknowledged as inappropriate.

The undersigned agrees that any rating requested and assigned shall only be used for its intended purpose. For the avoidance of doubt and as an example, an issuer that requests and is assigned an Issuer rating shall not represent such rating as the rating which would be applicable to any of its securities.

It is understood that Moody’s may use third party contractors or agents bound by confidentiality obligations to assist in the ratings process and its related business and research activities. In this Application, Moody’s refers to the Moody's entity specified above and all its relevant group companies, unless otherwise specified. Moody’s may assign this Application to any other Moody’s group company and Moody’s group companies are entitled to the benefit of the protective provisions in this Application.

Except where prohibited by law, the undersigned warrants that neither it nor the Issuer is owned or controlled, directly or indirectly, by any person or government from countries that are subject to economic, trade, or transactional sanctions imposed by the United States Government, including but not limited to Burma, Cuba, Iran, North Korea, Syria, or Sudan and that neither it nor the Issuer or any of their owners, directors, officers, employees, or group companies appears on any lists of known or suspected terrorists, terrorist organizations or other prohibited persons made publicly available or published by any agency of the government of the United States or any other jurisdiction in which the undersigned or the Issuer or any of their group companies are doing business, including but not limited to the List of Specially Designated Nationals and Blocked Persons ("SDNs") maintained by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. The undersigned agrees that it will notify Moody's if these circumstances change.

To the extent Moody's publishes written research or press releases specifically regarding the Issuer, as a direct result of this Application, and Issuer desires to link to or post same on its website, the undersigned agrees to the terms and conditions contained in Appendix A.

For information on how we process and protect personal data, please see our Privacy Policy available at moody.com.

This Application shall be governed by and construed in accordance with the laws of the State of New York in the United States of America and subject to the exclusive jurisdiction of the courts of the State of New York in the United States of America.

This Fee Schedule sets out Moody's fees for the period 1/1/2010 to 12/31/2010. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. Please request a current Fee Schedule at the time of your rating assignment.
MOODY'S APPLICATION & FEE SCHEDULE FOR LOCAL GOVERNMENT ISSUERS

(Please Print or Type)
APPLICANT: City of Hailey

BY: Rick Davis TITLE: Mayor

MAILING ADDRESS: 115 Main Street S.D.

CITY: Hailey STATE: ID ZIP CODE: 83333

TELEPHONE NUMBER: 208-788-4221 FAX NUMBER: 208-788-2924 EMAIL: Hailey@HaileyCityHall.org

AUTHORIZED BY: ___________________________ DATE: ________________

Signature

Payment of fees is due on receipt of an invoice.

Please do not return this Application or Fee Schedule to any member of the analytic team involved in the rating process (including managers). Please return this application to Moody's Issuer Relations team.

If you have any questions, please contact Moody's Issuer Relations at (212) 553-4055.

This Fee Schedule sets out Moody's fees for the period 1/1/2010 to 12/31/2010. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. Please request a current Fee Schedule at the time of your rating assignment.

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Moody's Public Finance Group  
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Moody's Code of Professional Conduct states we "will not have Analysts who are directly involved in the rating process initiate, or participate in, discussions regarding fees or payments with any entity they rate." Therefore, please do not return this rating application or fee schedule to any member of the analytic team involved in the rating process (including managers), or include the analytic team (including managers) in any fee-related correspondence. Moody's maintains a separate, dedicated group not involved in the rating process for handling Applications, Fee Schedules and fee and payment discussions. If you have any questions regarding this Application or Fee Schedule, please contact Moody's Issuer Relations.

Moody's rating fees are shown in the schedule below.

<table>
<thead>
<tr>
<th>Issue Size</th>
<th>General Obligation Bonds</th>
<th>Revenue, Lease, State Revolving Fund Bonds</th>
<th>Short Term Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $1 mil.**</td>
<td>$5,100</td>
<td>$7,900</td>
<td>$4,800</td>
</tr>
<tr>
<td>$1 mil to $2.9 mil.</td>
<td>$6,200</td>
<td>$7,900</td>
<td>$4,800</td>
</tr>
<tr>
<td>$3 mil to $4.9 mil.</td>
<td>**$7,600</td>
<td>$7,900</td>
<td>$5,300</td>
</tr>
<tr>
<td>$5 mil to $9.9 mil.</td>
<td>$9,600</td>
<td>$12,600</td>
<td>$5,600</td>
</tr>
<tr>
<td>$10 mil to $14.9 mil.</td>
<td>$11,000</td>
<td>$13,900</td>
<td>$7,000</td>
</tr>
<tr>
<td>$15 mil to $19.9 mil.</td>
<td>$12,300</td>
<td>$15,400</td>
<td>$8,100</td>
</tr>
<tr>
<td>$20 mil to $24.9 mil.</td>
<td>$14,500</td>
<td>$17,600</td>
<td>$9,800</td>
</tr>
<tr>
<td>$25 mil to $34.9 mil.</td>
<td>$16,400</td>
<td>$19,700</td>
<td>$11,300</td>
</tr>
<tr>
<td>$35 mil to $44.9 mil.</td>
<td>$18,200</td>
<td>$22,100</td>
<td>$13,100</td>
</tr>
<tr>
<td>$45 mil to $54.9 mil.</td>
<td>$20,400</td>
<td>$25,000</td>
<td>$14,000</td>
</tr>
<tr>
<td>$55 mil to $64.9 mil.</td>
<td>$22,600</td>
<td>$28,400</td>
<td>$15,200</td>
</tr>
<tr>
<td>$65 mil to $74.9 mil.</td>
<td>$24,700</td>
<td>$31,300</td>
<td>$16,400</td>
</tr>
<tr>
<td>$75 mil to $84.9 mil.</td>
<td>$28,000</td>
<td>$37,800</td>
<td>$18,300</td>
</tr>
<tr>
<td>$85 mil to $99.9 mil.</td>
<td>$32,800</td>
<td>$46,300</td>
<td>$20,300</td>
</tr>
<tr>
<td>$100 mil. up to $1 bil.</td>
<td>3.75 basis points of final par to a max of $98,400</td>
<td>2.1 basis points of final par to a max of $79,000</td>
<td></td>
</tr>
<tr>
<td>$100 mil. up to $300 mil.</td>
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<td>4.75 basis points of final par to a max of $109,900</td>
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<tr>
<td>$300 mil. up to $500 mil.</td>
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<td>$121,600</td>
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</tr>
<tr>
<td>$500 mil. up to $1 bil.</td>
<td></td>
<td>$138,900</td>
<td></td>
</tr>
<tr>
<td>$1 bil. and over</td>
<td>Case by case</td>
<td>Case by case</td>
<td></td>
</tr>
</tbody>
</table>

This Fee Schedule sets out Moody's fees for the period 1/1/2010 to 12/31/2010. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. Please request a current Fee Schedule at the time of your rating assignment.
Moody’s Public Finance Group
2010 Rating Fee Schedule
Local Governments

Bond Anticipation Notes:

<table>
<thead>
<tr>
<th>Issue Size</th>
<th>Standard Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $2,000,000</td>
<td>$1,950</td>
</tr>
<tr>
<td>$2,000,000 - $2,999,999</td>
<td>$2,200</td>
</tr>
<tr>
<td>$3,000,000 - $4,999,999</td>
<td>$2,500</td>
</tr>
<tr>
<td>$5,000,000 - $9,999,999</td>
<td>$3,300</td>
</tr>
<tr>
<td>$10,000,000 - $14,999,999</td>
<td>$4,400</td>
</tr>
<tr>
<td>$15,000,000 - $19,999,999</td>
<td>$5,800</td>
</tr>
<tr>
<td>$20,000,000 - $24,999,999</td>
<td>$7,200</td>
</tr>
<tr>
<td>$25,000,000 - $34,999,999</td>
<td>$8,300</td>
</tr>
<tr>
<td>$35,000,000 - $49,999,999</td>
<td>$9,400</td>
</tr>
<tr>
<td>$50,000,000 - $74,999,999</td>
<td>$13,200</td>
</tr>
<tr>
<td>$75,000,000 - $84,999,999</td>
<td>$16,600</td>
</tr>
<tr>
<td>$85,000,000 - $99,999,999</td>
<td>$19,300</td>
</tr>
<tr>
<td>$100,000,000 and over</td>
<td>2.10 Basis Pts. to a max of $71,650</td>
</tr>
</tbody>
</table>

Commercial Paper
The initial and annual fee for program sizes less than $100m is $15,500 and $18,000 if greater than $100m. Annual fees will be discounted for multiple programs.

Variable Rate Issues
Initial and annual fees for Variable Rate issues are as follows:

Initially: Additional $5,000 added to the long term fees.

Annual Fees - based on principal amount (Excludes self-liquidity):
- Less than $5m $2,500
- $5m - $9.9m $4,500
- $10m and over $6,500
- Self Liquidity $11,000

Annual Fees are non-refundable.

Amendments to existing variable rate transactions
- $1,000 Applies to extension of credit or liquidity enhancement
- $1,000 - $2,500 Applies to affirmation of rating.
- $5,500 Applies to substitution of credit or liquidity enhancement. When there are multiple deals with identical documents, the fee for the first deal will be $5,500. The fee for each additional deal will be $2,750.
- 80% of new issuance fee Applies to restructuring of security and complex substitutions, i.e., when the replacement credit or liquidity enhancement is a different type of enhancement vehicle.

This Fee Schedule sets out Moody's fees for the period 1/1/2010 to 12/31/2010. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. Please request a current Fee Schedule at the time of your rating assignment.
Moody's Public Finance Group
2010 Rating Fee Schedule
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Bank Bonds
A $5,000 fee will be charged for Bank Bond Ratings assigned in conjunction with the rating of the initial bonds.

Termination of Rating Process
Applicable when substantial analytical research is provided, but the rating process is terminated. The fee is 70% of what the fee would have been if the rating process had not been terminated. This fee is payable at the time of the termination of the rating process. However, if the issue is reactivated and a rating is assigned within six months of the termination of the rating process, this fee will be credited against the applicable rating fee. Any excess over the actual charges for the definitive rating is non-refundable.

Postponed/Canceled Sales
The fee for an issue that has been assigned a rating and is subsequently canceled or postponed will be 70% of that which would have been applicable had the issue sold. The fee is payable at the time of cancellation or postponement. If the issue sells within six months, the balance of the original fee will be invoiced. Any excess over the actual charges for the definitive rating is non-refundable.

Indicative Rating Service
The fee for an issue that has been assigned a preliminary rating indicator will be 70% of the standard fee. If an application for a public underlying and/or insured rating is received within six months of the assignment of the indicative rating, the indicative rating fee will be credited against the charges outlined on the current fee schedule. Moody's reserves the right to publish its ratings upon any public disclosure of the ratings. Any excess of the indicative rating fee over the actual charges for the subsequently assigned definitive rating is non-refundable.

Preferred Pricing
Preferred Pricing is applied only in circumstances where Moody's has rated an issue during the prior 12 months and there are no outstanding unpaid rating fees. Moody's normal BAN rating fees are discounted for preferred pricing clients. Contact the Moody's Issuer Relations Team to verify eligibility. Preferred Pricing clients issuing bonds in the amount of $500,000 or less would be charged $1,500.

Complex Financings
Moody's may charge an additional fee of up to $100,000 for certain types of complex financings. Please contact the Issuer Relations Team to discuss whether such complex deal fees apply to a planned financing.

Rapid Turnaround
A fee of up to $5,000 may be charged at Moody's sole discretion if there is a request for expedient delivery of a rating.

Pooled financings, letters of credit and structured issues are not included in any of the above rates.

Moody's reserves the right to change rating fees without prior notification.

All inquiries may be directed to Issuer Relations at (212) 553-4055.
Appendix A

Web Posting / Linking Terms and Conditions

To the extent Moody's publishes written research or press releases specifically regarding the Issuer, as a direct result of this Application ("Issuer Research"), and Issuer desires to link to or post same on its website, the following terms will apply.

The undersigned is hereby granted a royalty-free, non-sublicensable (except as to the Issuer, if the undersigned is not the Issuer), revocable license to post Issuer Research on the Issuer's website (or to post a link to the page on Moody's website where such Issuer Research appears), subject in all cases to the following restrictions. Where the undersigned is not the Issuer, the undersigned agrees that it shall procure that the Issuer complies with all the conditions pertaining to posting or linking to Issuer Research as set forth herein. All Issuer Research and all trademarks and logos contained therein are the intellectual property of Moody's or its affiliates, and all rights not expressly granted herein are reserved.

In no event shall the Issuer Research include any pre-sale reports (prior to initial sale of the relevant security), non-public, or unmonitored ratings. Only the most recent Issuer Research may be posted, in the exact form and format provided by Moody's without any alterations or editing whatsoever (including all disclaimers, logos, and proprietary rights notices thereon). All outdated Issuer Research must be promptly deleted and updated Issuer Research posted promptly after it is published by Moody's. Any links to or posting of Issuer Research shall be indicated by Moody's corporate name only in plain text font, and may not display Moody's logo under any circumstances. Issuer Research or links to Issuer Research may only be displayed on the investor relations portion of the relevant website (or an analogous area where general corporate information is displayed) and not on any portion of the site (or in any hard copy form) for the purpose of marketing, promotion or advertising. Issuer Research may not be posted, linked to, displayed, or otherwise used in connection with a prospectus, "road show" deck, or any other document related to the offering of securities.

The undersigned, on behalf of itself and the Issuer, agrees and acknowledges that it is solely responsible for compliance with all laws, rules, and regulations including but not limited to applicable securities laws, in connection with the posting or linking to the Issuer Research. The undersigned (on behalf of itself and Issuer, if different entities) hereby agrees to indemnify and hold Moody's, its affiliates, and all of their respective employees, officers, directors, representatives, agents, successors, and assigns, harmless against any and all losses, claims, damages, costs or injury (including without limitation attorneys' fees), in whole or in part caused by, resulting from or relating to, posting or linking to the Issuer Research.

This license shall terminate as of the date that the undersigned and/or this Issuer are no longer active Moody's clients; or upon advance written notice from Moody's at any time. Upon termination, all posting and linking to Issuer Research permitted hereunder must cease immediately.
AGENDA ITEM SUMMARY

DATE: 7/26/2010  DEPARTMENT:  Legal  DEPT. HEAD SIGNATURE: 

SUBJECT:

Sawtooth Rangers Lease expiration

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

With the redevelopment of the Rodeo Grounds, the city and the Sawtooth Rangers have contemplated a termination of the existing lease which is scheduled to expire on September 30, 2010. Accordingly, I have drafted the enclosed amendment to the lease which allows for an early expiration of the lease on July 26, 2010.

Ned

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:  (IFAPPLICABLE)

|  | 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 the Sixth Amendment to Real Estate Lease and authorize the mayor to sign.

FOLLOW-UP REMARKS:
SIXTH ADDENDUM TO REAL ESTATE LEASE

This Sixth Addendum to Real Estate Lease ("Addendum") is made this _____ day of July, 2010, by and between the City of Hailey, a municipal corporation ("Lessor") and Sawtooth Riding Club ("Tenant").

RECITALS.

A. The Parties entered into a Real Estate Lease ("Lease") on June 24, 1982. The Lease provided among other things that the Lessor would lease a parcel of property commonly known as the Hailey Rodeo Grounds ("Leased Premises") for a twenty (20) year period from the date of the execution of the Lease.

B. The Parties entered into an Agreement to Modify Real Estate Lease ("Addendum No. 1") in April of 1985. Addendum No. 1 amended the Lease to provide that the lease term was twenty-five (25) years from the date of the execution of the Lease.

C. The Parties entered into a Second Addendum Modifying Real Estate Lease Agreement ("Addendum No. 2") on August 9, 2000. Addendum No. 2 amended the Lease to modify the legal description of the Leased Premises.

D. The Parties entered into a Third Addendum Modifying Real Estate Lease Agreement ("Addendum 3") recorded on April 4, 2001. Addendum No. 3 amended the Lease to modify the legal description of the Leased Premises.

E. The Parties entered into an Addendum to Fourth Agreement to Modify Real Estate Lease Agreement ("Addendum No. 4") recorded on April 4, 2001. Addendum No. 4 amended the Lease to modify the legal description of the Leased Premises.

F. The Parties entered into a Fifth Addendum to Real Estate Lease ("Addendum No. 5") on October 15, 2003. Addendum No. 5 amended the Lease to extend the lease term to September 30, 2010.

G. Subject to the terms and conditions of this Addendum, the Parties now desire to amend the term of the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

1) Paragraph II. Term of Lease, of the Lease, as amended, shall read as follows:

The term of the Lease shall expire on July 26, 2010.
IN WITNESS WHEREOF, the parties hereto have executed this Sixth Addendum to Real Estate Lease on the day and year first above written.

ATTEST: 

Mary Cone, City Clerk

LESSOR
CITY OF HAILEY

By __________________________
Richard L. Davis, Mayor

TENANT
SAWTOOTH RIDING CLUB

By __________________________
_______________, President
AGENDA ITEM SUMMARY

DATE: 07/26/2010  DEPARTMENT:  Engr    DEPT. HEAD SIGNATURE: JZ

SUBJECT:

Motion to approve the low bid with Burks Excavation and authorize the Mayor to sign the Contract Agreement for the Hailey Rodeo Park Hailey Rodeo Grounds Structure Demolition and Soil Removal Project

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Bids were solicited for the Hailey Rodeo Park Hailey Rodeo Grounds Structure Demolition and Soil Removal Project. This project is to clean the site after recyclable materials were removed from the site by various charitable organizations. The apparent low bidder is Burks Excavation at a contract price of $7375. Two other bidders included Erwin Excavation @ $7900 and Extreme Excavation @ $9950. Burks bid has been reviewed by staff and appears to be complete and in good order with all requirements satisfied.

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-Jim Zarubicia  Phone #  788-9830 Ext 17  
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 contract agreement with Burks Excavation 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./Agmt./Order Originals: Record  *Additional/Exceptional Originals to:
Copies (all info.):  Copies (AI/S only)  
Instrument #  

Draft 12-30-03
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the City of Hailey, a municipal corporation (hereinafter called OWNER) and
Burks Excavation, LLC, an Idaho limited liability company (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is
generally described as follows:

Demolition and proper disposal of the remainder of the Hailey Rodeo Grounds Arena (after salvage by others) and
soil removal and proper storage.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally
described as follows:

The Hailey Rodeo Grounds Project

ARTICLE 3 – ENGINEER

3.01 The OWNER’S representative is Tom Hellen who is hereinafter called ENGINEER and who is to act as OWNER’S
representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the
Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. Time is of the essence in the performance of this Agreement, including compliance with all time limits for
Milestones, if any, Substantial Completion, and completion and readiness for final payment.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before ___________, 2010, and completed and ready for final
payment on or before _______________ , 2010.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer
financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof
allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and
difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not
completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $500 for each day that expires after
the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial
Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or
any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $500 for each day that expires after
the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready
for final payment.

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ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents a lump sum amount of Seven Thousand Three Hundred Seventy-Five and no/100's Dollars ($7,375.00).

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 8% per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

F. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

G. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 4, inclusive);

2. Performance Bond issued to OWNER in the amount of ______________ Dollars ($_______);

3. Payment Bond issued to OWNER in the amount of ______________ Dollars ($_______);

4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached);

5. Supplementary Conditions (pages _____ to _____, inclusive);

6. Special Provisions (pages _____ to _____, inclusive);

6. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached);

7. Addenda (numbers 1 to 1, inclusive);

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on ____________ (which is the Effective Date of the Agreement).

OWNER:

By: ____________________________

[CORPORATE SEAL]

Attest ____________________________

Address for giving notices:

________________________________

________________________________

________________________________

(IF OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: ____________________________

Title: ____________________________

Address: ____________________________

________________________________

Phone: ____________________________

Facsimile: ____________________________

CONTRACTOR:

By: ____________________________

[CORPORATE SEAL]

Attest ____________________________

Address for giving notices:

________________________________

________________________________

________________________________

License No. ____________________________

(Where applicable)

Agent for service of process: ____________________________

________________________________

(IF CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: ____________________________

Title: ____________________________

Address: ____________________________

________________________________

Phone: ____________________________

Facsimile: ____________________________