AGENDA ITEM SUMMARY

DATE: 03/23/2009  DEPARTMENT:  Public Works  DEPT. HEAD SIGNATURE:  

SUBJECT:

1. The Crisis Hotline requests a waiver of fees for a Special Event Permit Application. The planned event is to be at The Inn at Ellsworth Estate on May 30, 2009, 5:30pm – 7:30pm. They would like both the permit application fee ($125) waived.

2. Request approval for Crisis Hotline Spring Wine Tasting/Fundraiser Special Event.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Please see the Crisis Hotline letter of request and flyer for the event attached.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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:

Special Event Heads approved with no further comments.

FOLLOW-UP REMARKS:
February 26, 2009

Mayor Rick Davis and Hailey City Council
Hailey City Hall
115 South Main Street, Suite H
Hailey, Idaho 83333

Dear Mayor Davis and Council Members, Brown, Burke, Hammerle and Keirn:

We are writing to request a waiver of fees for the Special Events Application from the City of Hailey for a Crisis Hotline Silent Auction/Wine Tasting benefit at the Inn at Ellsworth Estate, May 30th from 5:30 to 7:30 pm. Our resources are low this time of year and we are relying on the community we serve, fundraising events and donations to enable us to continue our work in the Wood River Valley.

Serious calls to the Crisis Hotline are on the rise in our community. Many people are struggling during the current economic crisis and the Crisis Hotline can provide a safety net of resources to those needing food, shelter, legal, medical or mental health services, or to give emotional support.

We know from the calls that we receive that we are performing a vital service. Crisis Hotline volunteers have been donating their time 24 hours a day, 7 days per week for the past 21 years to make themselves available for those in need within our community. We work closely with local law enforcement as well as many other community services to help our callers find the assistance they need to resolve the issues that they call our hotline to talk about.

We hope that you will consider our request for a waiver of event fees. If you have any questions, we will be more than happy to answer them at your convenience.

Sincerely,

Sher Foster
Crisis Hotline Director

Tax I.D.# 82-0407349
SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Wine Tasting Silent Auction Fundraiser Event for The Crisis Hotline

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

The Inn at Ellsworth Estate  702 - 3rd Ave S, Hailey, ID 83333

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>May 30, 2009</td>
<td>Start Time: 5:30 pm, End Time: 7:30 pm</td>
<td>One Hour Interval: 25-50, All Day: 100</td>
</tr>
<tr>
<td>Date of Set-Up</td>
<td>Start Time: 3:00 pm, End Time: 5:30 pm</td>
<td>One Hour Interval: All Day:</td>
</tr>
<tr>
<td>Date of Tear Down</td>
<td>Start Time: 7:30 am, End Time: 8:00 pm</td>
<td></td>
</tr>
</tbody>
</table>

IV. FEES

Special Event Permit Application Fee $125 ☒ $125.00
Per Day Park Rental Fee $500 ☐
(Waived for non-profits)
Security Deposit $500 ☐
Tax (on park rental fees only) 6% ☐

TOTAL DUE
Additional Deposit Required ☐

$125.00

V. ORGANIZATION INFORMATION

The Crisis Hotline

Applicant's Name: Sheila Foster  Title: Director
Mailing Address: Box 984  Ketchum ID 83347
Street Address: 417 N. River St  City: Hailey  State: ID 83333
Day Telephone: 208-788-1365  Evening Telephone: 724-1234
FAX Number: 208-788-0735  E-Mail Address: crisisml@quest.net

3/4/2009
VI. EVENT INFORMATION

New Event: Yes No Annual Event: Yes No Years Operating 1
Event Category: □ Commercial □ Noncommercial

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

Description of Event: Spring Wine Tasting Silent Auction Fundraiser

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 CityClerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: Durany DSS Agency Agent Name: Jennifer Durany
Address: D BOX 114, Hailey, Idaho 83333 Phone: 208-532-0905

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 therefrom, 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)
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 setup, canopies, stages, vendors, booths and any other major services or activities planned.

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>Check all Planned Activities</th>
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<tr>
<td>✔️</td>
<td>Street Closures &amp; Access / Parade (Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.)</td>
<td>✔️</td>
<td>Alcohol Served (Free of Charge) (name of provider)</td>
</tr>
<tr>
<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>Alcohol Sold (Requires Alcohol Beverage Catering Permit (Hailey Code 5.13))</td>
</tr>
<tr>
<td>#</td>
<td>Canopies/Tents/Membranes/Temporary Structures (Number &amp; Size(s)) City of Hailey Fire Department, Fire Code Enforcement</td>
<td>#</td>
<td>Food/Beverages will be served (List Caterers):</td>
</tr>
<tr>
<td></td>
<td>Medical Services (Circle) First Aid and/or EMS Services Who is providing services?</td>
<td></td>
<td>Vendors items sold/solicitation</td>
</tr>
<tr>
<td></td>
<td>Security (detail who, number of officers, times. Attach plan)</td>
<td>#</td>
<td>Booths: Profit / Non-Profit</td>
</tr>
<tr>
<td></td>
<td>Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)</td>
<td>✔️</td>
<td>Lighting plan: attach plan</td>
</tr>
<tr>
<td>#</td>
<td>Electricity / Generators (Size Attach detailed electrical plan.)</td>
<td>✔️</td>
<td>Activities / Entertainment (Agenda) Other equipment or entertainment</td>
</tr>
<tr>
<td></td>
<td>Water Drinking / Washing (circle)</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>Gray Water Barrel / Grease Barrel (circle / detail # and locations)</td>
<td>✔️</td>
<td>Stages (Number and Size(s))</td>
</tr>
<tr>
<td></td>
<td>Sanitation - Trash bins, Dumpsters, Recycle (circle / detail # and locations)</td>
<td>✔️</td>
<td>Barricades: How many identify locations and attach logistics map</td>
</tr>
<tr>
<td>#</td>
<td>Porta Toilets / Wash Stations (Quantity ADA Regular)</td>
<td>#</td>
<td>EVENT estimated attendance</td>
</tr>
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<td>#</td>
<td>Number of staff working event</td>
</tr>
<tr>
<td></td>
<td></td>
<td>#</td>
<td>Number of volunteers working</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: [Signature] Date: 3/15/2024

3/4/2009 - 51 -
Trina,

Re: Spring Wine Tasting @ The Inn at Ellsworth Estate – 702 - 3rd. South, Hailey, ID  
May 17, 2008 - 5:30-7:30 p.m. - Saturday. Benefiting The Crisis Hotline  
May 20, 2009

In this FAX:

A. Map of Hailey, ID with event location marked
B. List of parking areas
C. Volunteers will be available during event to direct, if necessary.
D. Signage will be a small sandwich board. Same size as one currently on location.
E. Contact numbers for day of event with names.
F. Number of vehicles

B. Parking:
1. On street, 3 Ave. South, in front of The Inn At Ellsworth Estate
2. In lots: Hailey Elementary School 3rd Ave So
3. On street 3rd Ave. South by Roberta Mc Kercher Park
4. In lots 3rd Ave. South Senior Center
5. In lots 3rd Ave. South Silver Creek Alternative School
6. On street 4th Ave South. Behind Ellsworth & Armor

C. Volunteers: Two/Three persons, more if needed

D. As above. On site 5pm. – 8pm day of event

E. Contact: April MacLeod 7277863

F. Number of vehicles: At any one time, this is a guess, 30. We are hoping to have 100 people attend over the course of the 2-hour event. Biking and walking are being encouraged.

Trina, hope this is what is needed. Any changes, additions contact me. 788-2117

BIG OLD THANK YOU,  

April MacLeod
President – Crisis Hotline
AGENDA ITEM SUMMARY

DATE: 03/23/2009  DEPARTMENT: Public Works  DEPT. HEAD SIGNATURE: [Signature]

SUBJECT:
Request approval for The Advocates "Carbonate Hill Climb" Special Event at Hop Porter Park on 04/25/09.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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)

[Checkmarks and signatures]
City Attorney  XX Clerk / Finance Director  XX Engineer  XX Building
Library  XX Planning  XX Fire Dept.
Safety Committee  XX P & Z Commission  XX Police
Streets  XX Public Works, Parks  Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department heads have approved and submitted recommendations. Recommendations/conditions from department heads are listed on the attached Decision documents.

FOLLOW-UP REMARKS:

*
SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: CARBONATE HILL CLIMB

II. LOCATION FOR EVENT (Be specific e.g., Hop Porter Park, all of 1st Avenue between Walnut and Pine, 113 Main St. S.):

☐ Public Property    ☐ Private Property

HOP PORTER PARK PAVILION, WEST END OF PARK AND PEDESTRIAN RIGHT OF WAY ON BULLION STREET FROM THE PARK TO CARBONATE PARKING AREA AND BACK

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.

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<tbody>
<tr>
<td>4/25/09</td>
<td>Start Time: 8AM</td>
<td>End Time: 4PM</td>
</tr>
<tr>
<td>Date of Set-Up</td>
<td>Start Time:</td>
<td>End Time:</td>
</tr>
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IV. FEES

Special Event Permit Application Fee $125  ☑ 125.00
Per Day Park Rental Fee $500  ☐
(Waived for non-profits)
Security Deposit $500  ☐ 500.00
Tax (on park rental fees only) 6%  ☐

TOTAL DUE

Additional Deposit Required ☐

625.00

V. ORGANIZATION INFORMATION

Applicant's Name: TRISH TOBIAS  Title: COMMUNITY EDUCATION COORDINATOR
Mailing Address: PO BOX 3211, HAILEY, ID  Zip Code: 83333
Street Address: 112 W CROY STREET City: HAILEY  State: ID
Day Telephone: 208-788-4191  Evening Telephone:
FAX Number: 208-788-4194  E-Mail Address: TRISH@THEADVOCATES.ORG

12/22/2008
VI. EVENT INFORMATION

New Event: Yes /  No  Annual Event: Yes /  No  Years Operating: 1st Year

Event Category: □ Commercial  X  Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): $1300.00

Description of Event: CARBONATE HILL CLIMB AND BBQ AT

Additional Details: SEE ATTACHMENT

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: WOOD RIVER INSURANCE INC.  Agent Name: __________________________

Address: 410 N. MAIN STREET  Phone: 208-788-1100

Hailey, ID 83333

HOLD HARMLESS CLAUSE

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(Attach any additional pages as needed)
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<td>#</td>
<td>1</td>
<td>Booths: Profit / Non-Profit</td>
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<td>Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)</td>
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<td></td>
<td>Lighting plan: attach plan</td>
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<td></td>
<td>Electricity / Generators (Size Attach detailed electrical plan.</td>
<td>X</td>
<td></td>
<td>Activities / Entertainment (Agenda 11AM - 2PM) XE Mama Productions</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ONLY 8X11 FLYERS ON TENT DAY OF EVENT ONLY</td>
<td></td>
<td></td>
<td>Signs or Banners: sign permit may be required by the City Planning and Zoning Department + PARKING</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Water Drinking/Washing (circle)</td>
<td>X</td>
<td></td>
<td>Stages (Number and Size(s))</td>
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<td>#</td>
<td>100</td>
<td>EVENT estimated attendance</td>
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<tr>
<td>#</td>
<td></td>
<td>Porta Toilets / Wash Stations (Quantity ADA) Regular</td>
<td>#</td>
<td>5-8</td>
<td>Number of staff working event</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>#</td>
<td>10-15</td>
<td>Number of volunteers working</td>
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I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event. In the event the deposit exceeds the actual charges, the City Clerk shall refund the balance to the applicant.

Event Organizer’s Signature: [Signature] Date: 3/9/09

12/22/2008
GOAL/REASON FOR EVENT: The Carbonate Hill Climb is being held in conjunction with National Sexual Assault Awareness Month. The event is meant to be a family, community-wide gathering to raise awareness and funds for The Advocates.

A map with detailed directions is attached. To elaborate: The Walk/Run will begin and end at Hop Porter Park. We will be utilizing the pavilion and west end of the park in addition to the pedestrian right of way on Bullion Street from Hop Porter Park to Carbonate Mountain parking area and back.

Traffic Control: See map. Since this is the first annual Carbonate Hill Climb, our attendance may be somewhat low. We anticipate 75-100 people. We will have staff, board members and other volunteers placed at key areas along the route to direct the participants and control traffic if needed. We will utilize the parking area in front of the park, Carbonate Hill parking area and the Park & Ride lot at Bullion and River Streets. See attached map.

Water/Food/Other: The event will occur on Saturday, April 25th. Registration is at 10:00 and the hill climb begins at 11:00. There will be a BBQ at 12:00 noon which is open to anyone who would like to attend even if they do not participate in the Walk/Run. We will be charging a fee of $20.00 adult $10.00 student for the Walk/Run and $ 5.00 for the BBQ.

Water bottles and race bibs will be distributed at registration. The Walk/Run is expected to last about 1 ½ hours with the BBQ to immediately follow. We will have a D.J. from Yo Mama Productions who will provide music during the BBQ and Steve England from HPD will be our guest speaker. We will be serving hamburgers, veggie burgers, hot dogs and a side dish. Water and lemon aid will also be available. We will have two porta-toilets stationed near registration. We will also have one 10x10 canopy with our name and logo on it which will be used as an information center. We will provide garbage and recycling containers and staff/volunteers will be responsible for all clean up. We will be setting up for the event between 8:00 – 10:00. Tear down and clean up will be between 2:00 – 4:00.

Hopefully this attachment will answer any questions about the application. I can provide more information if needed.

Thank you for your consideration.
# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**
Wood River Insurance, Inc.
410 North Main Street
Hailey, ID 83333

(208) 788-1100

**INSURED**
Advocates For Survivors of Domestic Violence
PO Box 3216
Hailey, ID 83333

**COVERAGE**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSR</th>
<th>RISK</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td>GENERAL LIABILITY</td>
<td>PHPK321782</td>
<td>8/1/2008</td>
<td>8/1/2009</td>
<td></td>
</tr>
</tbody>
</table>

- **GENERAL LIABILITY**
  - EACH OCCURRENCE: $1,000,000
  - DAMAGE TO RENTED PREMISES (Ex occurr.): $100,000
  - MED EXP (Any one person): $5,000
  - PERSONAL & ADV INJURY: $1,000,000
  - GENERAL AGGREGATE: $2,000,000
  - PRODUCTS - COM & PROP AGG: $2,000,000

- **AUTOMOBILE LIABILITY**
  - BODILY INJURY (Per person): $5
  - BODILY INJURY (Per accident): $5
  - PROPERTY DAMAGE (Per accident): $5

- **GARAGE LIABILITY**
  - AUTO ONLY - EA ACCIDENT: $5
  - OTHER THAN AUTO ONLY: $5

- **EXCESS/UMBRELLA LIABILITY**
  - EACH OCCURRENCE: $5
  - AGGREGATE: $5

- **WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY**
  - E.L. EACH ACCIDENT: $5
  - E.L. DISEASE - EA EMPLOYEE: $5
  - E.L. DISEASE - POLICY LIMIT: $5

- **DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

As respects Carbonate Hill Climb on 4/28/09.
Certificate holder is Additional Insured.

### CERTIFICATE HOLDER

City of Hailey & Blaine County
PO Box 945
Hailey, ID 83333

### CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative

[Signature]

© ACORD CORPORATION 1988
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
AGENDA ITEM SUMMARY

DATE: 03/23/2009  DEPARTMENT:  Public Works  DEPT. HEAD SIGNATURE:  

SUBJECT:

Request approval for The Sun Valley Center for the Arts Concert Special Event at Hop Porter Park on 07/18/09.  June 27, 2009

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

(BIFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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:

Department heads have approved and submitted recommendations. Recommendations/conditions from department heads are listed on the attached Decision documents.

FOLLOW-UP REMARKS:

* Please note the original application has a request date of 06/27/09; there is an addendum attached requesting that this event be held on 07/18/09, instead.
2/16/2009

City Council
City of Hailey
115 S. Main St.
Hailey, ID. 83333

Dear Council,

The Sun Valley Center for the Arts has for many years produced concerts at Hop Porter Park that have been well received and enthusiastically enjoyed by the community. We are intending to do a concert this year on July 18th, instead of the previously proposed date during the month of June.

We are aware of the City of Hailey ordinance requiring that only one concert per month in any city park. *Ordinance: 12.12.030.D. No more than one major event per month per park shall be allowed unless the City Council makes a determination that the limitation set forth in this subsection should be waived for a given event.*

We would hate to have to deny the community the concerts they have come to expect and are asking for the Council’s support for this request.

We are currently in the process of confirming everything with the artist, including the dates and time. The act we have in mind is very much in the tradition of great dance music and fun for which our Hop Porter concerts are known. We anticipate an audience of approximately 1500 attendees, in line with attendance at past Hop Porter Concert.

The Sun Valley Center for the Arts would greatly appreciate the City of Hailey help on this matter on July 18th at Hop Porter Park. We understand your approval would depend on successful completion of a special event application, which has been submitted. We are simply asking to move our reservation from June to July. Thank You.

Sincerely

Matt Connor
Event Manager and Gallery Preparator
Sun Valley Center for the Arts
SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Sun Valley Coaster for the Arts Concert

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

Hop Porter 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>June 27th</td>
<td>Start Time: 7:00 AM</td>
<td>End Time: 9:30 AM</td>
</tr>
<tr>
<td></td>
<td>Start Time:</td>
<td>End Time:</td>
</tr>
<tr>
<td>Date of Set-Up</td>
<td>June 26th</td>
<td>8 AM - 10 PM</td>
</tr>
<tr>
<td>Date of Tear Down</td>
<td>June 27th</td>
<td>8 AM - 2 PM</td>
</tr>
</tbody>
</table>

IV. FEES

Special Event Permit Application Fee $125 ☑ $125
Per Day Park Rental Fee $500 ☐
(Waived for non-profits)
Security Deposit $500 ☐
Tax (on park rental fees only) 6% ☐

TOTAL DUE

$125

V. ORGANIZATION INFORMATION

Applicant's Name: Matt Connor
Title: Event Manager of Production
Mailing Address: 1915 St. East Ketchum, ID Zip Code: 83346
Street Address: 1915 St. East City: Ketch State: ID
Day Telephone: 208-720-7104 Evening Telephone: 
FAX Number: 208-720-2344 E-Mail Address: mconnor@sunvalleycoaster.com
12/22/2008
VI. EVENT INFORMATION

New Event: Yes X No X  Annual Event: Yes X No X  Years Operating __

Event Category:  □ Commercial  □ Noncommercial

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

Description of Event: Correct @ Hopper, we've done it in the past. Please call if you have questions.

Additional Details: need Tex Mann to move rocks a day prior.

Thank you.

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: Premier Insurance  Agent Name: Cathy Hunter

Address: 2600 Ridge Hill 101 Boise, ID  83705  Phone: 208-343-1800

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)
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>
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<tbody>
<tr>
<td>X</td>
<td></td>
<td>Street Closures &amp; Access / Parade</td>
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<td>Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.</td>
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<td>Alcohol Served (Free of Charge) (name of provider)</td>
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<td>X</td>
<td>Alcohol Sold (Requires Alcohol Beverage Catering Permit (Hailey Code 5.13))</td>
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<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>
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<td>Food/Beverages will be served (List Caterers):</td>
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<td>#/</td>
<td>X</td>
<td>Canopies/Tents/Membranes/Temporary Structures</td>
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<td>City of Hailey Fire Department, Fire Code Enforcement</td>
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<td>#/</td>
<td>X</td>
<td>Medical Services</td>
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<td>(Circle) First Aid, and/or EMS Services</td>
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<td>Who is providing services?</td>
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<td></td>
<td>Vendors items sold/ solicitation</td>
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<td>X</td>
<td>Security (detail who, number of officers, times. Attach plan)</td>
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<td></td>
<td>Shane Gilbert</td>
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<td>Downtown Security</td>
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<td>X</td>
<td>Traffic Control / Shuttle Buses</td>
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<td></td>
<td>(Number of buses / locations / hours of operation, attach plan.)</td>
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<td>Booths: Profit / Non-Profit</td>
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<td>X</td>
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<td>Electricity / Generators (Size)</td>
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<td>Attach detailed electrical plan.</td>
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<td>Activities / Entertainment (Agenda)</td>
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<td>Other equipment or entertainment</td>
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<td>X</td>
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<td>Water Drinking / Washing (circle)</td>
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<td>X</td>
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<td>Gray Water Barrel / Grease Barrel (circle /detail # and locations)</td>
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<td>Stages (Number and Size(s) 4x60</td>
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<tr>
<td>X</td>
<td></td>
<td>Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations)</td>
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<td>Barricades. How many identify locations and attach logistics map</td>
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<td>#/</td>
<td>X</td>
<td>Ports Toilets / Wash Stations</td>
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<td>(Quantity ADA Regular) 2 13</td>
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<td>EVENT estimated attendance 1500</td>
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<td>#/</td>
<td>X</td>
<td>Number of staff working event 10</td>
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<td></td>
<td></td>
<td>Number of volunteers working 10</td>
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</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: [Signature] Date: 12/22/2008
City of Hailey - Addendum to Special Event Permit Application
Hop Porter Concert presented by Sun Valley Center for the Arts
Thursday, June 27th, 2009, 7:00 to 9:30 PM

Traffic Control:

Traffic Barriers: Two sawhorses with signs saying "Local Traffic Only" will be put up at 5:00 PM day of show June 27th at the corner of Bullion and River St. on the west side of the intersection. Staff and volunteers will be posted there to inform people that there is no parking on the block for the concert at Hop Porter Park and letting through people who live in these blocks or are traveling through to Croy Canyon. At 7:00 PM until the end of the concert we will also post a security guard there. We will be expecting people to use the "Park and Ride" lot there at the corner of Bullion and River and to use some street parking on River and Main. We will also expect many people to walk and bike to the site. We will have four designated handicapped parking spots at the park and will be letting people with handicapped access into the area to park up to that capacity or to drop off handicapped passengers. At Hop Porter Park we will be allowing parking for show staff and performers only. We will be closing the side access road that runs along Hop Porter Park for the concert.

Security Plans: Security to be provided by Intermountain Security: 720.2645. We will have five uniformed security guards on site from 5:00 to 10:00 PM the day of the show.

Medical/ EMT: We will have an onsite EMT.

Sanitation: We will have 15 Blue Rooms, two of which will be handicapped access. There will be dumpster and trash cans for trash as well as recycling handled by Environmental Resource Center.

On site Contacts:

Matt Connor, Event Coordinator: 720.7104
EMERGENCY PLAN for Hop Porter Part 2009

INFORMING THE PUBLIC and/or PRESS:

In the event of a disaster or crisis during an event, no one other than the person authorized to do so should speak with the public and/or press about the incident. (This is to ensure that only the correct information gets out.)

This is the person to contact: Matt Connor, Events Manager, Sun Valley Center for the Arts

How to contact: Cell# 208-720-7104

Remember: It is important that no one speak to the media about any events in our institution unless we have been authorized to do so. If asked questions, direct inquiries to the authorized person.

MEDICAL EMERGENCIES

Specifics: This is the policy we follow in our institution: Any emergencies need to be reported to the Events Manager or on duty EMT. The EMT’s number will be distributed to all staff working the event.

Our First Aid Kit is located: Road box behind the stage. (note: EMT will also have a First Aid Kit with Epi-pens, etc.)

Telephone numbers: EMT, Dave 208-726-7805

Fire: 911

Security: Shane Gilbert, 208-720-2645

General rules to remember in a medical emergency:

1. Unless it is a life-threatening situation, do not attempt to render any first aid yourself before trained staff or paramedics arrive.
2. Do not attempt to move a person who has fallen and who appears to be in pain.
3. Avoid unnecessary conversation with, or about, the ill or injured person. Some people may react adversely to what you say. Limit your communication to quiet reassurances. Keep bystanders as far away from the injured person as possible.
4. Do not discuss the possible causes of an accident or any condition that may have contributed to the cause. Do not apologize or accept any responsibility for the accident or condition.
# Certificate of Liability Insurance

**Producer**
Premier Insurance
P.O. Box 6
Twin Falls, ID 83303
Phone: 208-734-1711 Fax: 208-734-9846

**Insurers Affording Coverage**

<table>
<thead>
<tr>
<th>Insurer A</th>
<th>Insurer B</th>
<th>Insurer C</th>
<th>Insurer D</th>
</tr>
</thead>
<tbody>
<tr>
<td>American States</td>
<td>Ace USA Insurance Company</td>
<td>Idaho State Insurance Fund</td>
<td></td>
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</tbody>
</table>

**Coverages**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Losses/Limit</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (MM/DD/YYYY)</th>
<th>Policy Expiration Date (MM/DD/YYYY)</th>
<th>Limits</th>
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<tbody>
<tr>
<td>A</td>
<td>General Liability</td>
<td>01CE91852770</td>
<td>10/01/08</td>
<td>10/01/09</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>Commercial General Liability</td>
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<td>Claim Made</td>
<td>X Occur</td>
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<td>Liquor Liability</td>
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<td>General Aggregate Limit Applies Per:</td>
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<td>Policy</td>
<td>$2,000,000</td>
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<td>Product - Compo Pop Agg</td>
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<td>A</td>
<td>Automobile Liability</td>
<td>01CE91852770</td>
<td>10/01/08</td>
<td>10/01/09</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>Any Auto</td>
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<td></td>
<td>All Owned Autos</td>
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<td></td>
<td>Scheduled Autos</td>
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<td>Hired Autos</td>
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<td>Non-Owned Autos</td>
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<td>Garage Liability</td>
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<td>Any Auto</td>
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<td>Excess Umbrella Liability</td>
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<td>Claims Made</td>
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<td>Deductible</td>
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<td>Retention</td>
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<td>C</td>
<td>Workers Compensation and Employers' Liability</td>
<td>580813</td>
<td>01/01/08</td>
<td>01/01/09</td>
<td>$500,000</td>
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<td></td>
<td>Any Employer's Non-Salaried Officer/Partner/Member Excluded?</td>
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<td>Yes, exclude under Special Provisions below</td>
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<td>No Statutory Limits</td>
<td>X Other</td>
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<td>EL Each Accident</td>
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<td>EL Disease - EA Employee</td>
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<td>EL Disease - Policy Limit</td>
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<td>A</td>
<td>Property Section</td>
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<td>10/01/08</td>
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<tr>
<td>B</td>
<td>Equipment Floats</td>
<td>IMC120150184</td>
<td>10/01/08</td>
<td>10/01/09</td>
<td></td>
</tr>
</tbody>
</table>

Description of operations / locations / vehicles / exclusions added by endorsement / special provisions:

Certificate holder is additional insured in regards to how their interest may appear.

**Certificate Holder**
City of Hailey
City Hall
Fax: 208-786-5024
P.O. Box 945
Hailey, ID 83333

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereon, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation on liability of any kind upon the insurer, its agents or representatives.

Authorized Representative: [Signature]

 должна быть коллективный ответственный за все вопросы, связанные с этой политикой. Если в конце документа будет указано сокращение "CA", это означает, что данная информация является конфиденциальной и не может быть разглашена без письменного разрешения."
3/10/2009

City Council
City of Hailey
115 S. Main St.
Hailey, ID. 83333

Dear Council,

In reference to the concert at Hop Porter Park on July 18th, 2009. The concert will include dancing and picnicking, with lots of room for the kids to run around and play. Salsa Celtica is the name of the group, they provide salsa music that is enjoyable to all ages. THIS IS NOT A ROCK CONCERT.
I am submitting the information regarding layout, security measures, and logistics.

Fencing: Surrounds the entire field, leaving one opening for entrance and exit.
Road Closed: At River Street and Bullion, there will be a Road Closed except for thru traffic and homeowners. Security will direct traffic from 6pm – End of Concert. (10 pm)
Security: 5 total – Backstage, Bullion and River intersection, Entrance, Floating the Field, and Manning the Fence. There will also be and EMT on duty.
Parking: Parking backstage for Tour Bus, Staff, and Security.
Alcohol: None being served.
Vendors: No vendors

Security will be provided by Northern Intermountain Security

Please feel Free to contact me if you have any more questions. Thank you for your time and patience.

Sincerely

[Signature]

Matt Connor
Event Manager and Gallery Preparator
Sun Valley Center for the Arts
City of Hailey- Addendum to Special Event Permit Application
Hop Porter Concert presented by Sun Valley Center for the Arts
July 18th, 2009, 7:00 to 9:30 PM

Traffic Control:

Traffic Barriers: Two sawhorses with signs saying “Local Traffic Only” will be put up at 5:00 PM day of show June 27th at the corner of Bullion and River St. on the west side of the intersection. Staff and volunteers will be posted there to inform people that there is no parking on the block for the concert at Hop Porter Park and letting through people who live in these blocks or are traveling through to Croy Canyon. At 7:00 PM until the end of the concert we will also post a security guard there. We will be expecting people to use the “Park and Ride” lot there at the corner of Bullion and River and to use some street parking on River and Main. We will also expect many people to walk and bike to the site. We will have four designated handicapped parking spots at the park and will be letting people with handicapped access into the area to park up to that capacity or to drop off handicapped passengers. At Hop Porter Park we will be allowing parking for show staff and performers only. We will be closing the side access road that runs along Hop Porter Park for the concert.

Security Plans: Security to be provided by Intermountain Security: 720.2645. We will have five uniformed security guards on site from 5:00 to 10:00 PM the day of the show.

Medical/ EMT: We will have an onsite EMT.

Sanitation: We will have 15 Blue Rooms, two of which will be handicapped access. There will be dumpster and trash cans for trash as well as recycling handled by Environmental Resource Center.

On site Contacts:

Matt Connor, Event Coordinator: 720.7104
A. Hop Porter Park
209 W. Bullion St, Hailey, ID - (208) 726-9491

Please feel free to call me if you have questions.
Matt Connor 726-7104

A. Hop Porter Park
209 W. Bullion St, Hailey, ID - (208) 726-9491


- Security
- emt will also be on site - paid
  (Hailey Fire Dept)
FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On March 9, 2009, the Hailey City Council considered the application by Old Cutters Inc. for Final Plat approval of Rimrock Cottages, Phase I. The Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Notice

Notice for the public hearing was published in the Idaho Mountain Express and mailed to property owners within 300 feet on December 24, 2008. The application was continued on the record on January 12, 2009, February 9, 2009, and February 23, 2009.

Application

Old Cutters, Inc., represented by Alpine Enterprises, Inc., has submitted an application for final Plat approval for the subdivision of Rimrock Cottages, Phase 1, into 7 townhouse sub-lots. The total land area of Lot 4, Block 10, is 40,512 square feet. The cottages are shown on a portion of Lot 4, which is 21,780 square feet, to be known as Phase 1.

Section 3.4.1 of the Subdivision Ordinance allows for applications for platting townhouse units in existing or approved structures to be reviewed through the short plat procedure. In this procedure, the Hearing Examiner or Commission reviews the preliminary plat only. Upon approval, the applicant submits a final plat for Council approval.

Procedural History

The preliminary plat application was heard by the Hailey Hearing Examiner on November 7, 2008, and November 14, 2008 and approved with conditions.

Hailey Hearing Examiner Conditions of Preliminary Plat Approval

a) The applicant shall submit a phasing plan, prior to final plat application, including, but not limited to the following items:
   - Number of sub-lots on each phase
   - Deadline for completion of each phase
   - Amenities to be constructed with each phase
   - Infrastructure planned for completion with each phase

   This condition has been met.

b) A phasing agreement shall be submitted prior to final plat application and shall incorporate the elements of the phasing plan. The phasing plan shall be reviewed and approved by the City Council prior to final plat approval.

   A portion of this condition has been met. The City Council should concurrently review the Phasing Agreement and approve, amend, or deny. The approval of this application
is contingent on the approval of the Phasing Agreement.

c) The final plat shall eliminate plat notes 2 and 6, include plat notes 1, and 3-5 as stated on the approved preliminary plat, received on November 12, 2008, as follows:


3) Utility locations are based on field data and construction plane. Locations should be verified before any excavation.

4) The Current Zoning is GR.

5) All Owners shall have mutual reciprocal easements for existing water, cable TV, sewage, telephone and electrical lines over, under and across their sub-lots for the repair, maintenance and replacement thereof subject to any restoration of the easement premises for any damage resulting from such repair or replacement.

And add three (3) additional plat notes to the final plat:

- The final plat shall include a note stating that the subdivision is subject to the recorded Party Wall Agreement and CC&R’s, along with the instrument numbers thereof.
- The final plat shall include a note stating, sub-lots 3, 4, and 5 shall not install fences closer than five (5) feet from the south property line of Lot 4 and the five (5) foot fire access lane shall be maintained in a manner that ensures no pathway obstructions exist.
- The final plat shall include a note stating that the subdivision is subject to the Old Cutters Annexation Agreement recorded as Instrument No. 534733 and the Community Housing Agreement recorded as Instrument No. 559842, and the original Old Cutters Subdivision plat recorded as Instrument No. 553651, records of Blaine County, Idaho.

This condition has been met.

d) All Fire Department and Building Department requirements shall be met. The following is a recommended condition of approval and is required for compliance with the IBC:

- The sub-lot line between sub-lot 1 and 2 shall be moved one (1) foot north.
- The south eave of cottage 1 shall be fire rated to one (1) hour construction.
- The western portion of the north sub-lot line of sub-lot 4 shall be moved at least one (1) foot north.
- The sub-lot line between sub-lot 6 and 7 shall be moved one (1) foot south.
- The north eave of cottage 6 shall be fire rated to one (1) hour construction.

The sub-lot lines have been moved accordingly; however, the condition regarding the requirement for the cottage eaves to be built to one (1) hour fire-rated construction,
shall be carried over.

e) All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval and shall meet City Standards where required.
This condition has been met.

f) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance, requiring certain improvements.
This condition should be carried over.

g) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.
This condition should be carried over.

h) The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.
This condition has been met.

i) Any subdivision inspection fees due shall be paid prior to recording the final plat.
This condition should be carried over.

Standards of Evaluation

For each of the following pertinent standards of the Subdivision Ordinance (shown in bold print), the Council makes the following Findings of Fact:

Standards of Evaluation

4.3.5 Bulk Requirements. For other supplementary location and bulk regulations, see Article VII.

a. Minimum Lot size - six thousand (6,000) square feet except as follows:
   1. Townhouse sub-lots shall have an aggregate density of no more than ten lots per acre.
Lot 4, Block 10 is a 40,512 square foot lot (0.93 acres) will, in accordance with this standard, accommodate nine (9) units. The Old Cutters Subdivision Preliminary and Final Plat Findings of Fact, signed by the Council on February 26, 2007 and August 13, 2007, allowed nine (9) units, platted by sub-lots, on Lot 4, Block 10, Old Cutters Subdivision. The Old Cutters Subdivision Findings state
that there are to be seven (7) single townhouse or "cottage" units and one (1) duplex (two (2) units) on Lot 4. The two-unit duplex will be platted during Phase two (2), on the remainder of Lot 4.

The City Council shall review and approve the Phasing Agreement prior to or concurrently approving the final plat application.

b. **Maximum Multi-Family Residential Density - One (1) dwelling unit for each one-tenth (1/10) of an acre.**
Lot 4, Block 10 is a 40,512 square foot lot (0.93 acres) will, in accordance with this standard, accommodate nine (9) units. The Old Cutters Subdivision Preliminary and Final Plat Findings of Fact, signed by the Council on February 26, 2007 and August 13, 2007, allowed nine (9) units, platted by sub-lots, on Lot 4, Block 10, Old Cutters Subdivision. The Old Cutters Subdivision Findings state that there are to be seven (7) single townhouse or "cottage" units and one (1) duplex (two (2) units) on Lot 4. The two-unit duplex will be platted during Phase two (2), on the remainder of Lot 4.

c. **Minimum Lot Width - fifty (50) feet except as follows:**
   1. Townhouse sub-lots shall conform to the standards established in the IFC.
Sub-lot widths are exempt from the 50 foot minimum standard; however, they shall conform to IFC standards. The Fire Department has reviewed this application and has no issue with the lot widths shown on the plat. The width of Lot 4 (Phase 1 and 2), is approximately 302 feet.

d. **Maximum Building Height - thirty five (35) feet.**
The applicant is hereby notified of this standard.

e. **Minimum Front Yard Setback - twenty (20) feet.**
The front yard setback measures twenty (20) feet from the northern (front) wall plane of sub-lots 1 and 7 to Myrtle Street. The eaves of the cottages residing on these two sub-lots extend into the twenty (20) foot front yard setback by two (2) feet. Eaves may extend into required setbacks by three (3) feet.

f. **Minimum Side and Rear Yard Setback - ten (10) feet except as follows:**
   1. **Townhouse Units shall be allowed zero setbacks from the lot lines created by a Townhouse Sub-Lot; and**
The easterly side yard setback of Lot 4 cannot be determined until the building footprint for the duplex unit and the sub-lot lines are established on the remainder of Lot 4 (Phase 2). To the west, the side yard setback is ten (10) feet from west lot line to the cottages’ west wall plane and eight (8) feet from the eaves. The rear setback is ten (10) feet from the rear lot line to the cottages’ south wall and eight (8) feet from the eaves.
   2. **The separation of the buildings containing Townhouse Units in**
a Townhouse Development parcel shall be not less than six (6) feet as measured between any wall or any projection of a building, including but not limited to eaves, cornices, canopies or other similar roof overhang features, pergolas, chimney chases, bay windows, decks, steps, wainscot, and utility meters; or the minimum distance required by the IBC and IFC, whichever is greater.

The minimum separation, measured between cottage eaves, found within the development of the seven (7) cottages is eight (8) feet. Some cottages show greater separation.

The Building Department has reviewed the application and has determined that the separation between the seven (7) cottage units does not comply with the IBC, unless certain construction standards are met. Separation between each cottage’s deck eave or building eave must be at least five (5) feet from the sub-lot line, unless fire-rated construction of one (1) hour or more is used. The following is a condition of approval and is required for compliance with the IBC:

- The south eave of cottage 1 shall be fire rated to one (1) hour construction.
- The north eave of cottage 6 shall be fire rated to one (1) hour construction.

**g. Detached Accessory Dwelling Units shall have a minimum gross floor area of 300 square feet and a maximum gross floor area of 950 square feet.**

No detached accessory dwelling units are proposed.

**h. Total lot coverage of all buildings on any property which includes an accessory detached dwelling unit shall not exceed 40%.**

The preliminary plat shows seven (7) cottage buildings, which comprise 3,600 square feet. The carport is excluded from lot coverage calculations. Phase one (1), as proposed, is 21,780 square feet, which equates to a lot coverage of 16.5%. The lot coverage of Phase 1 for the entire Lot 4 (40,152 square feet) is 9%. The remaining portion of Lot 4 should be developed in a manner that does not exceed the maximum standard of 40% lot coverage. The seven (7) cottages, future duplex (Phase 2), and any other future structures shall all be considered when determining the lot coverage of any future applications (i.e. Phase 2).

**SECTION 2 - PERMITS.**

**2.9 No permit for the construction of any building shall be issued upon any land for which all improvements required for the protection of health and the provision of safety, (including but not necessarily limited to an approved potable water system, an approved wastewater system to accept sewage, and asphalt paving of the streets) have not been installed, inspected, and accepted by the City of Hailey, with the following exception:**

**Building permits may be issued for any building in a development for**
which plats have been recorded and security provided, but the streets have not yet been completed with asphalt due to winter conditions. In such instances, the street shall be constructed as an all-weather surface to City Standards to the satisfaction of the City Engineer, and shall be kept clear to the satisfaction of the Fire Chief. Final Inspection approval or Certificate of Occupancy shall not be granted until all improvements, including asphalt, have been installed, inspected and accepted.

All seven (7) cottages have received Building Permits, and two have received Temporary Certificates of Occupancy. Notice of this requirement is hereby given to the applicant, and included as a condition of approval.

SECTION 3 – PROCEDURE

3.3 The final plat, prepared by a Professional Land Surveyor, must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement or as otherwise provided herein. Plats not submitted for final approval within one (1) year or according to the phasing agreement, shall be considered expired and preliminary plat approval shall become null and void. The Council may extend the deadline for submitting the final plat upon holding a public hearing.

The Hearing Examiner's approval of the preliminary plat was on November 14, 2008.

3.3.2 The administrator shall review the final plat application to ensure that the application submitted is consistent with the approved preliminary plat. The conditions imposed on the preliminary plat approval must be either completed or shown on plans or the plat prior to any public notice for final plat approval.

The final plat is consistent with the preliminary plat approved by the Hearing Examiner. Conditions of preliminary plat approval have been met or are carried over.

SECTION 4 – DEVELOPMENT STANDARDS

4.11 Inclusionary Community Housing.

Pursuant to the Annexation Agreement, the Community Housing (CH) Agreement was recorded on June 23, 2008, which requires 25 CH units throughout Old Cutters Subdivision. The CH Plan, incorporated into the CH agreement as Exhibit B, states, 13 of the CH units shall be income restricted and 12 shall be alternatively deed restricted. In addition, the CH plan states, Lot 4, Block 10, shall have one (1) income restricted and four (4) resident/worker restricted cottages. The plat shows seven (7) cottages; therefore, the additional two cottages shall be market rate units. The one (1) duplex (two (2) units) proposed for the remainder of Lot 4 shall be market rate as well. No additional CH is required with this subdivision application.

All development standards pertaining to Section 4, were reviewed in detail during the preliminary plat approval process. Please refer to the preliminary plat Findings of Fact and Decision. No changes have been made to the plat since preliminary plat approval, other than those required by the preliminary plat Findings of Fact and Decision.
SECTION 8 - TOWNHOUSES

8.1 Plat Procedure. The Developer of the townhouse development shall submit with the preliminary plat application and all other information required herein a copy of the proposed party wall agreement and the proposed document(s) creating an association of owners of the proposed townhouse sub-lots, which shall adequately provide for the control (including billing where applicable) and maintenance of all common utilities, commonly held facilities, garages, parking and/or Green Spaces. Prior to final plat approval, the Developer shall submit to the City a final copy of the party wall agreement and any other such documents and shall record the documents prior to or at the same time of the recordation of the plat, which plat shall reflect the recording instrument numbers thereupon.

Draft CC&Rs have been submitted. Prior to recordation of the final plat, the final CC&Rs shall be received by the City and recorded prior to or at the same time of the recordation of the plat. The City has not and will not in the future determine the enforceability or validity of townhouse declarations, party wall agreements, or other private agreements.

8.2 Garage. All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sub-lots, provided that the ownership of detached garages is appurtenant to specific townhouse units on the townhouse plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.

There is a carport, with an attached 50 square foot storage space for each of the eight parking spaces within the carport structure.

8.3 Storage/Parking Areas. Residential townhouse developments shall provide parking spaces according to the requirements of Article IX of the Zoning Ordinance.

The following standards are taken from Article IX of the Zoning Ordinance:

9.4.1 Residential: No parking space, or portion thereof, shall be located in any right-of-way or public thoroughfare, unless otherwise provided herein. Parking spaces within any garage, carport or similar structure shall be credited at 1 space per nine (9) feet of floor width and 21 feet of floor length.

a. Single family residences: 2 per residence minimum, 6 per residence maximum. The City will allow the use of 100' right-of-ways within the Hailey Original Townsite for licensed passenger vehicle parking for single family dwellings. Parking for accessory dwelling units must be provided on site.
b. All residences less than 1,000 square feet, including accessory dwelling units: a minimum of 1 space per unit.

c. Multiple family dwellings: A minimum of 1.5 spaces per unit.

The applicant proposes seven (7) cottage units, which under standard c., the calculations would be 10.5 spaces. Pursuant to Section 9 of the Zoning Ordinance, parking calculations that exceed ten (10) are rounded down to the nearest whole number. Therefore, 10.5 is rounded down to ten (10) spaces required. There are eleven (11) spaces shown. Eight (8) spaces are provided under a carport structure. The spaces under the carport measure 10 feet wide and are striped to show 21 feet long.

8.4 Construction standards. All townhouse development construction shall be in accordance with the IBC, IRC and IFC. Each townhouse unit must have separate water, sewer and utility services, which do not pass through another building or unit.

8.5 General Applicability. All other provisions of this Ordinance and all applicable ordinances, rules and regulations of the City and all other governmental entities having jurisdiction shall be complied with by townhouse developments. Upon meeting proposed conditions of approval, the proposed application does not appear to conflict with other provisions.

8.6 Expiration. Townhouse developments which have received final plat approval shall have a period of three calendar years from the date of final plat approval by the Council to obtain a building permit. Developments which have not received a building permit shall be null and void and the plats associated therewith shall be vacated by the Council. If a development is to be phased, construction of the second and succeeding phases shall be contingent upon completion of the preceding phase unless the requirement is waived by the Council. Further, if construction on any townhouse development or phase of any development ceases or is not diligently pursued for a period of three years without the prior consent of the Council, that portion of the plat pertinent to the undeveloped portion of the development shall be vacated.

The applicant is hereby notified of this requirement.

8.7 Conversion. The conversion by subdivision of existing units into Townhouses shall not be subject to Section 4.10 of this Ordinance. Rimrock Cottages, Phase I subdivision is not a conversion by subdivision. The seven (7) cottage units have been newly constructed.

8.8 The maximum number of Cottage Townhouse Units on any parcel shall be twelve (12), and not more than two (2) Cottage Townhouse Developments shall be constructed adjacent to each other.

The proposal would create seven (7) cottage units in Phase I and one (1) duplex in Phase II. The proposal does not exceed the maximum number of cottage townhouse units allowed on a parcel. In accordance with the Annexation Agreement and Community Housing Agreement, there are no other proposed cottage townhouse developments.
CONCLUSIONS OF LAW AND DECISION

Based upon the above Findings of Fact, the Council makes the following Conclusions of Law and Decision:

1. Adequate notice, pursuant to Section 3 of the Hailey Subdivision Ordinance, was given for the public hearing.
2. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.
3. The application for Final Plat, dated December 9, 2008, is approved by the Hailey City Council, with the following conditions:

   a) The final plat submitted for signature shall include plat notes 1 through 6 as stated on the submitted final plat, with the following amendments and additions:
      - Plat note #3 shall replace “fire access lane” with “emergency access lane.”
      - A plat note shall be added to plat note number 5, following the instrument number for the original Community Housing Agreement that states, “...the First Amendment to the Community Housing Agreement recorded as Instrument No. _________.”
      - Plat note #5 shall add, “…the Rimrock Cottage Phasing Agreement, recorded as Instrument No. _________,...”

   b) All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval and shall meet City Standards where required.

   c) The five (5) foot wide access lane, located south of Lot 4 shall be labeled on the plat as “emergency access” instead of “fire lane.”

   d) Prior to recordation of the final plat, the final CC&Rs shall be received by the City and recorded prior to or at the same time of the recordation of the plat.

   e) All provisions of the Zoning Ordinance #532, including but not limited to use regulations and parking requirements shall continue to be met. Additional parking may also be required upon subsequent change in use, in conformance with Hailey’s Zoning Ordinance at the time of the new use.

   f) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.

   g) The final plat shall be recorded within one year of the date of final plat approval. The final plat submitted for signature shall conform to the requirements found in Article 50-1301 (et. seq.) of the Idaho Code (as amended) and to the requirements
set forth by Blaine County for digital plat submittals. The applicant shall provide the City with a letter-size or ledger-size photocopy of the recorded plat showing the instrument number and date of recordation.

h) This approval is contingent on the applicant executing a Phasing Agreement acceptable to the City. The subdivision shall be developed in Phase I and Phase II.

i) All Fire Department and Building Department requirements shall be met. The following is required for compliance with the IBC:
   • The south eave of cottage 1 shall be fire rated to one (1) hour construction.
   • The north eave of cottage 6 shall be fire rated to one (1) hour construction.

j) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance, requiring certain improvements.

k) Any subdivision inspection fees due shall be paid prior to recording the final plat.

l) The Community Housing Deed Covenants shall be recorded concurrently with Phase I of the Final Plat, to become effective upon sale to a qualified buyer.

m) The Community Housing Plan shall be amended to add specifics, including designated lots, actual house sizes and deed terms.

Approved this ______ day of __________, 2009.

Martha Burke, City Council President, City of Hailey

Attest:

Mary Cone, City Clerk
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the ____ day of ____________, 2009, I served a true and correct filed copy of the within and foregoing document upon the parties named below, in the manner noted:

[ ] U.S. Mail  
John Campbell  
ic@idahotower.com
[ ] Via Electronic Mail  
Old Cutters, Inc.  
P.O. Box 986  
Hailey, ID  83333
[ ] Via Facsimile
[ ] Hand Delivered

[ ] U.S. Mail  
Bruce Smith  
bsmith@alpineenterprisesinc.com
[ ] Via Electronic Mail
[ ] Via Facsimile
[ ] Hand Delivered

CITY OF HAILEY

By ____________________________________________
Becky Mead, Deputy Clerk
PHASING AGREEMENT
RIMROCK COTTAGES AND TOWNHOUSES
OLD CUTTERS SUBDIVISION

THIS AGREEMENT ("Agreement") is dated this__ day of March, 2009, by and between the CITY OF HAILEY, IDAHO, a municipal corporation (the "City") and OLD CUTTERS, INC., an Idaho corporation ("OCI", and together with the City, the "Parties").

RECITALS

A. The City is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to approve the subdivisions of property within its municipal boundaries pursuant to the provisions of its Subdivision Ordinance No. 821 and other relevant ordinances, and the power to contract.

B. OCI owns Lot 4, Block 10, OLD CUTTERS SUBDIVISION, City of Hailey, Blaine County, Idaho, according to the official plat thereof recorded at the Office of the County Recorder for Blaine County, Idaho as Instrument No. 553634 (the "Lot"). On _______________, 2009, the City Council signed and entered its Findings of Fact, Conclusions of Laws and Decision (the "Decision") approving the subdivision of Lot 4 into seven (7) townhouse sub-lots to be known as the Rimrock Cottages and Townhouses: Phase 1 and a future Phase 2 consisting of two (2) townhouse sub-lots (the "Townhouse Development"). A copy of the approved plat is attached hereto as Exhibit "A" and made a part hereof by this reference (the "Plat").

C. Condition (h) of the Decision provides for the Townhouse Development to be developed in two (2) phases. The parties desire to enter into this Agreement to address the requirements of the Ordinance for this phased development.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree as follows:

1. INCORPORATION OF RECITALS. The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference.

2. PHASE 1. Phase 1 shall consist of Sub-lots 1 through 7 on which Cottages shall be constructed and related common areas as depicted on the Plat. All infrastructure, amenities and other improvements depicted on the Plat and required by the Decision within Phase 1 shall be completed and a final certificate of occupancy issued for the seven Cottages on or before June 1, 2009. This shall include the construction of the Cottage buildings, covered parking structures, other parking spaces, sidewalks and utilities.
3. **PHASE 2.** Phase 2 shall consist of two townhouse sub-lots on which two townhouse units in a single duplex building shall be constructed. The two townhouse sub-lots will cover all of the Phase 2 property designated on the Plat. The water and sewer service lines serving these two townhouse sub-lots have already been installed. The application for subdivision of Phase 2 property into the two townhouse sub-lots shall be filed with the City on or before June 1, 2012.

4. **SECURITY.** In the event OCI fails to obtain final plat approval for the two sub-lots in Phase 2 on or before the dates set forth in Paragraph 3, above, then City shall have the right, but not the obligation, to revegetate and seed the remainder of the Property with native drought resistant grasses ("Landscaping"), after first giving OCI notice and a sixty (60) day period within which to complete the Landscaping. Landscaping shall also include sufficient irrigation to establish the grasses, subject to determination by the Planning and Zoning Administrator. At the time of the execution of this Agreement, OCI has posted sufficient security in the form of a cash deposit, a set aside agreement or a letter of credit, equivalent to 150% of an engineer’s estimate for the complete performance of the Landscaping and to provide irrigation. The City shall retain such security until all Landscaping has been completed as set forth in this Agreement, at which time the City shall release such security. If the cost to complete the Landscaping is greater than the amount of the security, OCI agrees to reimburse the City within ten (10) days of demand by the City and hold harmless the City for any and all reasonable additional costs incurred by the City when completing the Landscaping. Notwithstanding the foregoing, the security posted may be reduced on a pro rata basis to reflect the partial completion of the Landscaping, such that the amount of the security shall at all times be equal to at least 150% of the cost to complete the remaining Landscaping.

5. **REMEDIES.** In the event of a breach of this Agreement, in addition to all other remedies of law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

6. **NOTICES.** All notices and communications under this Agreement shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the party’s address as follows:
To City:

The City of Hailey
c/o Director, Planning Department
115 Main Street South, Suite H
Hailey, Idaho 83333
(208) 788-4221 (telephone)
(208) 788-2924 (facsimile)

To OCI:

Old Cutters, Inc.
P.O. Box 4944
Ketchum, Idaho, 83340
(208) 578-3636 (telephone)
(208) 578-7682 (facsimile)

With a copy to:

James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
PO Box 987
120 East Avenue
Ketchum, Idaho, 83340
(208) 726-4421 (telephone)
(208) 726-0752 (facsimile)

or (iii) sent by facsimile with the original to follow by mail in the manner described above. It is provided, however, that any party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, (ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile on the date so sent.

7 RELIANCE BY PARTIES. This Agreement is intended by OCI to be considered by the City as part of OCI's application for subdivision plat approval, and is contingent upon final plat approval for the Subdivision. OCI acknowledges and intends the City to consider and rely upon this Agreement in its review and consideration of said subdivision application.
8 RELATIONSHIP OF PARTIES. It is understood that the contractual relationship between the City and OCI is such that neither party is the agent, partner, or joint venturer of the other party.

9 SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND. This Agreement shall inure to the benefit of the City and OCI and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns.

10 RECORDATION. This Agreement shall be recorded with the Blaine County Recorder.

11 NO WAIVER. In the event that the City or OCI, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by OCI, the City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

12 PARTIAL INVALIDITY. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

13 ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. Any other agreements between the parties, express or implied, are hereby cancelled and of no further force nor effect. It is understood and agreed by the parties hereto that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.

14 EXHIBITS. All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.

15 AUTHORITY. Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.
16. **NO THIRD PARTY RIGHTS.** This Agreement shall be for the sole benefit of the Parties and/or their successors and assigns, and no covenants or agreements herein shall be for the benefit of or create any rights in favor of any third parties.

17. **GOVERNING LAW.** The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to agreements made and performed in that state.

18. **TIME OF ESSENCE.** Time is of the Essence in this Agreement.

19. **NECESSARY ACTS.** Each party agrees to perform any further acts and execute any documents that may be reasonably necessary to effect the purpose of this Agreement.

20. **CAPTIONS TO PARAGRAPHS.** The captions to the paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

21. **ATTORNEY’S FEES.** If a suit, action, or other proceeding arising out of or related to this Agreement is instituted by any party to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, expert witness fees, and costs (i) incurred in any settlement negotiations, (ii) incurred in preparing for, prosecuting or defending any suit, action, or other proceeding, and (iii) incurred in preparing for, prosecuting or defending any appeal of any suit, action, or other proceeding. For the purpose of this section, “attorney’s fees” shall mean and include (i) attorney’s fees and (ii) paralegal fees. This section shall survive and remain enforceable notwithstanding any rescission of this Agreement or a determination by a court of competent jurisdiction that all or any portion of the remainder of this Agreement is void, illegal, or against public policy.

22. **POLICE POWERS.** Except as otherwise provided, nothing contained herein is intended to limit the police powers of City or its discretion in review of subsequent applications regarding development of the Lot. Except as provided herein, this Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulations, including, without limitation, applicable building codes, fire codes, the City’s Zoning Ordinance, and the City’s Subdivision Ordinance requirements for the Property.

23. **AMENDMENT.** This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by all parties hereto.

24. **FORCE MAJEURE.** Neither party shall be responsible for any loss, damage, detention or delay caused by fire, strike, civil or military authority, governmental restrictions, moratoriums or controls, insurrection or riot, railroad, marine or air embargoes, lockout, tempest, accident, breakdown of machinery, delay in delivery of material by other parties, or any other cause which is unavoidable or beyond its reasonable control. Any time periods provided herein shall be
extended for a period equal to the length of the delay, provided that performance shall, as practicable, recommence immediately upon cessation of such unavoidable event. In any event, neither party shall be responsible or liable to the other, or to any third party, for any incidental, special or consequential damages, including without limitation, lost profits arising with respect to the Property, this Agreement or the termination thereof.

25. INTERPRETATION. In the event of any inconsistency between the terms and provisions of this Agreement and other drawing, plan, submittal or agreement submitted as part of the application for the Subdivision, the terms and provisions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written herein.

CITY OF HAILEY

By: ___________________________
Martha Burke, Hailey City Council President

ATTEST:

Mary Cone, Hailey City Clerk

OLD CUTTERS, INC.

By: ___________________________
John Campbell, President

STATE OF IDAHO

County of Blaine

On this _____ day of March, 2009, before me the undersigned Notary Public in and for said State, personally appeared MARTHA BURKE, known or identified to me to be the City Council President of Hailey and the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the City of Hailey.
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at: __________________________
Comm. Expires: _______________________

STATE OF IDAHO  )
    : ss.
County of Blaine  )

On this ____ day of March, 2009, before me the undersigned Notary Public in and for said State, personally appeared JOHN CAMPBELL, known or identified to me to be the president of Old Cutters, Inc., and the person who executed the foregoing instrument on behalf of said company and acknowledged to me he executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at: __________________________
Comm. Expires: _______________________

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