

AGENDA ITEM SUMMARY

DATE: 11/19/09 DEPARTMENT: Finance & Records DEPT. HEAD SIGNATURE:

SUBJECT:

3 Jax dba as McLain's Pizzeria
Alcohol Beverage License Application

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.04, 5.08, 5.12
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Approval of transfer and assignment of Privilege to renew of alcohol/beer and wine license from Salsardo, Inc. to McLain's Pizzeria. Application has been approved by HPD.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS Caselle # _____

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (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:

Approve alcohol beverage license application for Mobile Cycle Repair Inc. dba Power House pending final certificate from County and State.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50 296.25
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: _____

Applicant Name: 3Jax Inc

Business Name: McClain's Pizzeria

Business Physical Address: 103 S. main st Unit A Hailey ID 83333

Business Mailing Address: 103 S. main st Unit A Hailey ID 83333

Business Phone Number: 208 788 0960

Property Owner (if different from applicant): 123, LLC

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

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

John Balan
Applicant Signature

2/17/10
Date

Subscribed and sworn to before me this 17 day of February, 20 10

[Signature]
Notary Public OR City Clerk

Residing at: Hailey
My Commission Expires 4.21.12

SANDRA P. EHRMANTRAUT
NOTARY PUBLIC
STATE OF IDAHO

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

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



CORPORATION QUESTIONNAIRE

Corporation Name: 3Jax Inc
 Business Name: McClain's Pizzeria
 Physical Address: 1035. Main St Unit A Hailey ID 83333

Officers and/or Directors:

Title: President Name: Robyn Balmer
 Address: 1541 Blue Lake Dr Hailey ID 83333

Title: Vice-President Name: McClain Balmer
 Address: 1541 Blue Lake Dr Hailey ID 83333

Title: _____ Name: _____
 Address: _____

Stockholders

Name: Robyn Balmer
 Address: 1541 Blue Lake Dr Hailey ID 83333

Name: _____
 Address: _____

Name: McClain Balmer
 Address: 1541 Blue Lake Dr Hailey ID 83333

Name: _____
 Address: _____

Name: _____
 Address: _____

Name: _____
 Address: _____

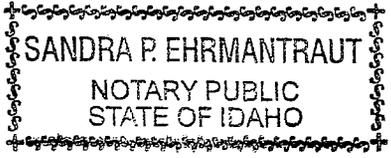
I hereby certify that each officer, director and stockholder is the real party in interest with respect to his portion and is not acting directly or indirectly as an agent, employee or representative to any other person not reported to the board.

Robyn Balmer
 Signature

President
 Title

Subscribed and sworn to before me this 17 day of February, 2010
[Signature]
 Notary Public

Hailey Residing at 4.21.12 My Commission Expires



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



PERSONAL AFFIDAVIT IN SUPPORT OF ALCOHOL BUSINESS LICENSE

Full Name: Robyn Balmer

SSN: 438671462 DOB: 3-14-1971

Business Address: 103 S. Main St Unit A Business Phone: 208 788 0960
Hailey ID 83333

Home Address: 154 Blue Lake Dr Home Phone: 208 309 3151
Hailey ID 83333

I am or will be: Sole Owner Partner Officer
Director Stock Holder Manager

Do you have any direct or indirect interest in any other business for the sale of alcoholic beverages?
Yes No
If yes, please explain: _____

Have you ever had an alcohol license denied, suspended or revoked?
Yes No
If yes, please explain: _____

Have you within the last three (3) years been convicted of any violation in any of these United States relating to the importation, transportation, manufacture or sale of alcoholic liquor or beer?
Yes No

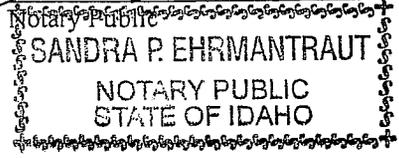
Have you within the last five (5) years been convicted of, paid a fine, been placed on probation, received a deferred sentence or withheld judgment, or completed any sentence of confinement for any felony?
Yes No
If yes, please explain: _____

I have read all of the above, and declare under penalty of perjury that each and every statement made is true, correct and complete.

Robyn Balmer
Applicant Signature

Subscribed and sworn to before me this 17 day of February, 2010.

[Signature] Residing at Hailey My Commission Expires 4.21.12



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

ALCOHOL BEVERAGE LICENSE TRANSFER

AUTHORIZATION TO TRANSFER AND ASSIGNMENT OF PRIVILEGE TO RENEW

I/we hereby certify, that I/we ⁽¹⁾ Salsardo, Inc. do hereby authorize the transfer of my/our rights and interests in and assign my/our privileges to renew City of Hailey Alcohol Beverage License Number ⁽²⁾ ~~11296296A~~ to ⁽³⁾ 3 Jax, Inc. and hereby give consent to said person(s) to apply for the 20 10 ⁽⁴⁾ alcohol beverage license.

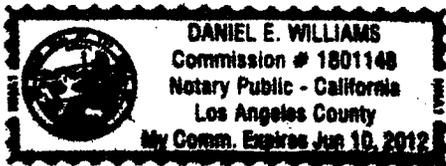
IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) this _____ day of BEB, 12, 20 10 ⁽⁵⁾.

⁽⁶⁾ *[Signature]*
Signature

Signature

Signature

On this 12th day of February, 20 10, before me, the undersigned, a notary public in and for the State of California, personally appeared Caredda Salvatore known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that they executed the same.



[Signature]
Notary Public
Residing at 7944 W. 3RD ST. LA, CA 90048
My Commission Expires 6-10-12

Instructions

State of Idaho

Idaho State Police

Retail Alcohol Beverage License

Cycle Tracking Number: 45728
ISLD ID: 5700

License Year: 2010
License Number: 4290

Premise Number: 5B-52
Incorporated City

This is to certify, that
doing business as:

3 Jax Inc

McClain's Pizzeria

is licensed to sell alcoholic beverages as stated below at:

103 S Main St Unit A, Hailey, Blaine
County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

Liquor	Yes	\$375.00
Beer	Yes	\$20.00
On-premise consumption	Yes	\$0.00
Kegs to go	No	
Restaurant	No	
Wine by the bottle	Yes	\$0.00
Wine by the glass	Yes	\$0.00

TOTAL FEE: \$395.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

3 JAX INC
McClain's Pizzeria 103 S Main St Hailey, ID 83333
Mailing Address

Director of Idaho State Police

License Valid: 02/12/2010 - 07/31/2010

Expires: 07/31/2010

2010

BLAINE COUNTY
STATE OF IDAHO

No. 124

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT _____
 doing business as _____
 at _____
 a(n) _____ CORPORATION _____, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of
 Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the
 regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of
 said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

3 JAX, LLC

MCCLAIN'S PIZZERIA

103 S. MAIN ST. UNIT A. HAILEY, ID 83333

Dated: Beer: 12/16/1946 Retail Liquor: 06/27/1947 Retail Wine: 04/12/1947 Wine By Drink: 06/11/1973.

Draught and Bottled or Canned Beer	100.00
Bottled or Canned Beer to be consumed on premises	0.00
Bottled or Canned Beer not to be consumed on premises	0.00
Retail Liquor	187.50
Retail Wine	0.00
Wine by the Drink	0.00
Special Wine (Sunday)	0.00
TOTAL FEE:	287.50

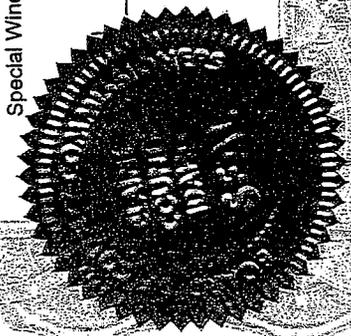
Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 07/31/2010.
 Witness my hand and seal this 25th day of February, 2010.

 Chairman

 Commissioner

Johnna Alray
 Clerk of the Board of County Commissioners



(This license must be conspicuously displayed)

AGENDA ITEM SUMMARY

DATE: 03/08/2010 DEPARTMENT: Legal/Executive DEPT. HEAD SIGNATURE: _____

SUBJECT: Motion to approve Resolution 2010-04, authorizing the Mayor to execute a grant application (SUN-2010 3-16-0016-034) for federal assistance for improvements at Friedman Memorial Airport.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Friedman Memorial Airport, through its sponsors Blaine County and the City of Hailey, has applied for a federal grant. The grant for SUN 2010 is in the approximate amount of \$20,000. Matching funds will be used from the Airport general fund. The grant funds will help pay for a used Wheeled Front-End Loader. In the past, the airport leased a Front-End Loader for \$18,000 annually for snow removal. This purchase will allow the airport to own a loader within a few years and eliminate the annual lease payment.

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

The funds pass through the City of Hailey to Friedman Memorial Airport.

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:

Authorize signing of Resolution and Grant Agreement

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 # _____

Mary Cone

From: Lisa Emerick [lisa@flyfma.com]
Sent: Thursday, March 18, 2010 11:48 AM
To: Mary Cone
Subject: State Grant
Attachments: idahostategrant.doc

Mary - Attached is the letter that I will be forwarding to the State when the Grant is executed. I expect they will send the check to the City and it will need to be either endorsed or reissued. Let me know if you have any questions or need anything further. Thank you!
Lisa

March 8, 2010

Mr. Bill Statham
Airport Planning and Development
Division of Aeronautics
Idaho State Transportation Department
P.O. Box 7129
Boise, ID 83707 – 1129

Re: Idaho Airport Aid Program
IAAP Program No.: LNS8SUN
IAAP Project No.: SUN-2008/SUN-2010

Dear Mr. Statham:

The Friedman Memorial Airport is respectfully requesting authorization and approval to utilize Idaho State Grant SUN-2008 (\$25,000) and SUN-2010 (\$20,000) funds towards the following projects:

Window Shades for the ATC Tower: The pull-down window shades were replaced at the air traffic control tower facility. The shades, due to their frequent use, had a lot of blemishes and scratches that were impeding the controllers ability to have a good visual of the airport and airspace.

Project Total: \$3,820.00

ATC Radios: Equipment has been purchased to enhance or upgrade air traffic control tower capabilities. The radios that were replaced had far surpassed any reasonable expectation of functional life and usefulness. Obviously, effective and reliable radio communications between aircraft, as well as ground-based equipment and personnel is paramount for comprehensive airport and airspace safety.

Project Total: \$2,655.00

Front End Loader: The operations staff at the airport has been leasing a small loader on a seasonal basis. The loader was utilized in tight areas to remove snow around airport directional signs and lights. After doing a cost analysis it was determined it would be cost effective to purchase a used loader to serve snow removal efforts and also provide staff with a piece of equipment that can be utilized year round.

Project Total: \$84,053.00

Combined Project Total: \$90,528.00

All three of these projects are safety related and enhance airport operations and efficiency. Copies of the expense receipts associated with these projects are enclosed for your review.

If you have any questions, or if you need additional information, please contact our office at your earliest convenience.

Sincerely,

Lisa N. Emerick
Contracts/Finance Administrator

Enclosures



IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129
Boise ID 83707-1129

FEB 23 2010

FRIEDMAN MEMORIAL
AIRPORT

(208) 334-8000
itd.idaho.gov

February 19, 2010

Richard L. Davis, Mayor
City of Hailey
115 Main Street South
Hailey, ID 83333

IDAHO AIRPORT AID PROGRAM
FY-2010 Grant Offer for the
Friedman Memorial Airport
IAAP Program Number: LNS8SUN
IAAP Project Number: SUN-2010 (3-16-0016-034)

Project Description: Purchase a Wheeled Front-End Loader
This grant is in the amount of \$20,000 to match \$20,000 from the City of Hailey.

Dear Mayor,

Enclosed are two (2) copies each of the Grant Agreement and City Resolution for the above referenced project. Please have the City Council ratify both the Grant Agreement and the City Resolution, as Mayor please sign both copies of each, and have the Clerk attest to the resolution. Please retain one set for your local records and return one set to me. Please complete these actions by April 19, 2010, as noted on page 2 of the grant. These funds will be available for reimbursement upon receipt of the ratified agreement in this office.

I look forward to working with the City on this project. If you have any questions call me at (208) 334-8784.

Sincerely,

WILLIAM P. STATHAM
Airport Planning and Development Manager

**IDAHO TRANSPORTATION DEPARTMENT
DIVISION OF AERONAUTICS**

GRANT AGREEMENT

TO: City of Hailey, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION
OF AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Friedman Memorial Airport, together with the planning proposal or plans and specifications for the project. This project application has been approved by the STATE and is hereby incorporated herein and made a part thereof;

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Purchase a Wheeled Front-End Loader
Program Number: LNS8SUN
Project Number: SUN-2010 (3-16-0016-034)

NOW THEREFORE, for the purpose of carrying out the provisions of the Uniform State Aeronautics Department Act of 1947, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of \$20,000.

This Grant is made with the following terms and conditions:

1. The maximum obligation of the STATE payable under this Grant shall be \$20,000.
2. The SPONSOR shall:
 - A. Certify the availability of at least \$20,000 to match STATE participation in said project.
 - B. Diligently and expeditiously complete this project and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.
 - C. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.
 - D. All contracts for construction involved in this project shall be bid competitively in accordance with bidding procedures otherwise authorized for public entities.

- E. In connection with the acquisition of real property for the project, the SPONSOR shall secure at least two written appraisals by licensed appraisers. The SPONSOR shall not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.
 - F. No STATE funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend at least the amount designed in Paragraph (A) above, solely for the project in question.
 - G. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project. The SPONSOR shall grant no exclusive use or operating agreements, to any person, company, or corporation; that failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended in behalf of the project to the State of Idaho.
3. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.
 4. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.
 5. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless this agreement has been accepted by the SPONSOR on or before April 19, 2010 or such subsequent date as may be prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA documents), the following inspection schedule and reporting system will be required:

6. Inspection Schedule and Reporting System:

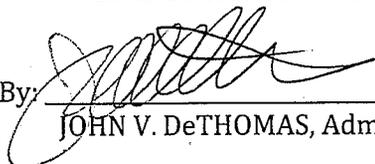
Inspection Schedule and Reporting System will vary for each project. The SPONSOR will be required to make reports and be inspected on the following schedule:

- A. SPONSOR shall report project commencement date.
- B. SPONSOR shall make periodic progress reports as appropriate.
- C. SPONSOR shall receive approval prior to any change in the scope of the project
- D. SPONSOR shall report project completion date and request final inspection and payment.
- E. STATE may make final inspection and shall sign off project as completed.
- F. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The SPONSOR'S acceptance of this offer and ratification and adoption of the project application incorporated herein shall be evidenced by execution of this instrument by the SPONSOR, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State

of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics

By: 
JOHN V. DeTHOMAS, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 2010.

By: _____
Richard L. Davis, Mayor
City of Hailey

ATTEST:

Mary Cone, City Clerk

I, Mary Cone, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the _____ day of _____, 2010, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this _____ day of _____, 2010.

Mary Cone, City Clerk

CITY OF HAILEY
RESOLUTION No. 2010-04

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, ACCEPTING THE GRANT OFFER OF THE STATE OF IDAHO THROUGH THE IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS, IN THE MAXIMUM AMOUNT OF \$20,000 TO BE USED UNDER THE IDAHO AIRPORT AID PROGRAM NUMBER: LNS8SUN, PROJECT NUMBER: SUN-2010 (3-16-0016-034) IN THE DEVELOPMENT OF THE FRIEDMAN MEMORIAL AIRPORT; AND

Be it resolved by the Mayor and Council of the City of Hailey, Idaho (herein referred to as the "CITY") as follows:

Sec. 1. That the CITY, shall accept the Grant Offer of the State of Idaho in the amount of \$20,000, for the purpose of obtaining State Aid under Program Number: LNS8SUN, Project Number: SUN-2010 (3-16-0016-034), in the development of the Friedman Memorial Airport; and

Sec. 2. That the Mayor of the CITY is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the CITY. The CITY Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the CITY on the aforesaid statement of Acceptance; and

Sec. 3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR THIS 8th DAY OF FEBRUARY, 2010

Richard L. Davis
Mayor, City of Hailey

ATTEST: MARY CONE, City Clerk

CERTIFICATE

I, Mary Cone, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 2010-04 adopted at a regular meeting of the Council held on the 8th day of February, 2010, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the CITY, this 8th day of February, 2010.

Mary Cone, City Clerk

Mary Cone

From: Heather Dawson
Sent: Monday, March 01, 2010 3:55 PM
To: Mary Cone
Subject: Letter for Senior Center Grant

Hi Mary –

I received a call last week from the Senior Center – they are applying for a grant and need a letter signed by the Mayor saying Hailey is in support of the endeavor, has a long-term lease of the property to the senior center, and does not object, as the lessor, to improvements to the property. The grant is for ADA accessibility. As I don't have time to write this letter and coordinate the mayor's signature, will you take care of this please? Diana will pick it up from us tomorrow at about noon. Thanks a bunch. (this is something the council can ratify after-the-fact).

The grantor is, I believe, the Idaho Department of Commerce (Idaho Community Development Block Grant).

Heather Dawson
Hailey City Administrator

115 South Main Street
Hailey, ID 83333
208-788-4221 ext 18

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

(208) 788-4221
Fax: (208) 788-2924

March 1, 2010

Idaho Department of Commerce
Idaho Community Development Block Grant
Region 4 Development – Jeff McCurdy
PO Box 5079
Twin Falls, ID 83303

RE: Blaine County Senior Center Block grant application

Dear Sir/Madam:

We are aware that the Blaine County Senior Center is applying to the Idaho Department of Commerce for the Idaho Community Development Block Grant. As owners and lessor of the property where the Blaine County Senior Center is located; the City of Hailey is in support of their endeavor to acquire funds to enable upgrading their facility to ADA accessibility standards.

The Blaine County Senior Center was built prior to the adoption of the Americans with Disabilities Act of 1990. Because of this, the building is not as accessible as today's ADA standards require. The Senior Center is an integral part of our community and connects seniors with their peers. Activities at the Senior Center enable seniors to thrive in an environment which encourages peer support and community involvement. This \$100,000 grant would allow the Senior Center to make the parking lot and building structures accessible to the handicapped.

Therefore, we strongly support the Blaine County Senior Center's application for the Idaho Community Development Block Grant and the proposed project. Thank you for your prompt action on this grant.

Sincerely yours,



Rick Davis
Mayor, City of Hailey

RD:mhc

Mary Cone

From: Ned Williamson [wlo@cox-internet.com]
Sent: Wednesday, March 03, 2010 5:37 PM
To: Mary Cone
Cc: Mariel Platt
Subject: Frosty Acre
Attachments: Frosty Acre Sec Agr.doc

Mary,

Here is a revised agreement. Please put this on the consent agenda for Monday. I sent this agreement to Bradley's attorney and asked that Bradley sign. Mariel, I revised the language to reflect that we received cash for security.

Ned

Ned C. Williamson, Esq.
Williamson Law Office, PLLC
115 Second Avenue South
Hailey, Idaho 83333
Ph. (208) 788-6688
Fax (208) 788-7901

CONFIDENTIALITY NOTICE: This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is **STRICTLY PROHIBITED**. If you have received this transmission in error, please immediately notify the sender. Please destroy the original transmission and its attachments without reading or saving in any manner. Thank you.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication, unless expressly stated otherwise, was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matter(s) addressed herein.

SECURITY AGREEMENT
(FROSTY ACRE PUD)

THIS SECURITY AGREEMENT (Frosty Acre PUD) ("Agreement") is made and entered into this ___ day of March, 2010, by and between Bradley Construction, Inc., an Idaho corporation, whose mailing address is P.O. Box 41, Hailey, Idaho 83333 (hereinafter referred to as "Developer"), and the City of Hailey, Idaho, a municipal corporation, (hereinafter referred to as "Hailey").

RECITALS

A. Developer has made an application for and received final plat approval of the Frosty Acre Subdivision from Hailey thereof as set forth in the Hailey City Council's Findings of Fact, Conclusions of Law and Decision dated July 12, 2004, and in the Frosty Acre Subdivision Planned Unit Development Agreement, as amended, dated January 23, 2006 ("PUD Agreement") and incorporated herein by reference.

B. Developer has requested a certificate of occupancy for a unit located at 2448 Winterhaven. The landscaping at 2448 Winterhaven ("Landscaping") has not been completed yet as required in the PUD Agreement. As a condition of a certificate of occupancy, Developer shall post security sufficient to complete the Landscaping.

AGREEMENT

NOW, THEREFORE, Developer and Hailey hereby covenant and agree as follows:

1. Security. Developer, simultaneously with the execution of this Agreement, deposits with Hailey cash in the amount of Four Thousand Six Hundred Forty Two and 50/100's DOLLARS (\$4,642.50), as security for complete performance and construction of the Landscaping upon the terms and conditions set forth herein. The cash shall be held by Hailey in lieu of the Owner filing or depositing other security with Hailey.

2. Time of Performance. Developer shall complete the installation of the Landscaping on or before June 1, 2010, or Hailey may retain the cash in its sole discretion and complete the Landscaping as provided in paragraph 3, below.

3. Remedies. In the event Developer fails or refuses to complete the Landscaping or any portion thereof on or before June 1, 2010, Hailey shall have the right, but not the obligation, to apply the cash to the installation of the Landscaping or any portion thereof. In case of default by Developer, if the total cost of installation of the Landscaping is less than the amount of the cash deposited, Hailey agrees to return to Developer the unused portion of the deposited cash. However, if the cost of installing the Landscaping is greater than the amount of the deposited cash, Developer agrees to reimburse and hold harmless Hailey for any and all additional costs and expenses incurred by Hailey associated with installing the Landscaping.

4. Release. In the event Developer completes installation of the Landscaping on or before June 1, 2010, Hailey shall release the deposited cash, including any and all interest accrued, to Developer upon receiving written notice by the City Engineer or Planning Department that the Landscaping has been installed according to applicable ordinances, regulations, plans and specifications, and that the same has been inspected and approved by the City.

5. Relationship of Parties. This Agreement is not a guarantee that any of the Improvements will be constructed and does not obligate Hailey in any way to complete any of the Improvements. This Agreement is not intended nor shall it be construed as a third party beneficiary contract or creating any third party beneficiary rights.

IN WITNESS WHEREOF, the parties hereto have signed this document the day and year first written above.

DEVELOPER

By _____
James Bradley, its president

CITY OF HAILEY, IDAHO

By _____
Richard L. Davis, Mayor

DECISION

Based on the Application for a Special Event Permit for the Staycation and Scavenger Hunt, 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 Business (B) zoning district and Arts, Entertainment, and Recreation Uses is a permitted use.

DATED this 08th day of March, 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 Scavenger Hunt that will occur on March 15-19, 2010 from 3:00 p.m. to 8:00 p.m., and the Staycation Celebration that will occur on March 19, 2010 from 3:00 p.m. to 6:00 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 08th day of March, 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

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



RECEIVED

FEB 24 2010

#6638

SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Staycation / Scavenger hunt

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

Downtown Hailey w/ Closure on 1st Ave N Between Bullion/Carbonate

III. EVENT SCHEDULE

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

Table with columns: Date(s) of Event, Hours (Start Time, End Time), Estimated # of Attendees (One Hour Interval, All Day). Includes handwritten entries for dates 3/15-3/19 and 3/19/10, and times 3:00 p.m. to 8:00 p.m.

IV. FEES

Special Event Permit Application Fee \$125 [checked] 125.00
Per Day Park Rental Fee \$200 []
Security Deposit \$500 [] on file
Tax (on park rental fees only) 6% []
TOTAL DUE 125.00
Additional Deposit Required []

V. ORGANIZATION INFORMATION

Applicant's Name: Hailey chamber Title:
Mailing Address: P.O. Box 100 Zip Code: 83333
Street Address: 309 S. main City: Hailey State: ID
Day Telephone: 208 788 3484 Evening Telephone: 208 309 2081
FAX Number: 208 578 1595 E-Mail Address: anna@haileyidaho.com

Applicant Driver's License #: _____
Sponsoring Organization: Hailey Chamber of Commerce
Non-Profit: Yes No Tax Exempt #: _____
Federal Tax #: 82-042 0093 State Tax #: _____

VI. EVENT INFORMATION

New Event: Yes _____ No Annual Event: Yes No _____ Years Operating 2
Event Category: Commercial Noncommercial
Estimate of Gross Ticket Sales & Revenues (commercial event only): n/a

Description of Event: Springbreak event that encourages people to shop locally, enjoy a "pretend" vacation with the best that our town has to offer.

Additional Details: stacation includes multiple business specials throughout the Springbreak, scavenger hunt in participating businesses, culmiration party next to Merriwether building on ~~1st~~ AVEN Street closure required of the block between Bullion & Carbonate on 3/19/10 from 3:00 - 8:00pm. 6:00pm Per Anna View Phone

VII. INSURANCE REQUIREMENTS

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

Insurance Company: Philadelphia Agent Name: Bisnett Insurance
Address: P.O. Box 5567 Ketchum Phone: 726-8866
ID 83340

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.

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
X		Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		X	Alcohol Served (Free of Charge) (name of provider)
			X		Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) <i>Licensed local vendors</i>
X		Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	X		Food/Beverages will be served (List Caterers): <i>local vendors only</i>
#		Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement	#		Vendors items sold/ solicitation
X			#		
	X	Medical Services (Circle) First Aid and/or EMS Services Who is providing services? _____	X		
#	X	Security (detail who, number of officers, times. Attach plan)	#	X	Booths: Profit / Non-Profit
	X	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)		X	Lighting plan: attach plan
#	X	Electricity / Generators (Size _____) Attach detailed electrical plan.	X		Activities / Entertainment (Agenda) <i>Bouncy castle</i> Other equipment or entertainment
				X	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	X	Water Drinking / Washing (circle)		X	Stages (Number and Size(s) _____)
	X	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	#	X	Barricades. How many identify locations and attach logistics map
	X	Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations)	#		EVENT estimated attendance <i>500-1000</i>
#	X	Porta Toilets / Wash Stations (Quantity ADA Regular _____)	#	<i>20</i>	Number of staff working event
			#	<i>20</i>	Number of volunteers working

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: 2/26/10



Dear Business Owner,

On Friday March 19th, 2010 South Valley Merchants Alliance and the Hailey Chamber of Commerce intend to close traffic in the block between Carbonate and Bullion streets (in front of Meriwether building) on 1st Ave for the Staycation afterparty. Please sign the form below that you are informed of the event and do not object to the street closure between 3:00 p.m. until 6:00 p.m. We look forward to seeing your family and friends at the event!

Thank you for your cooperation!

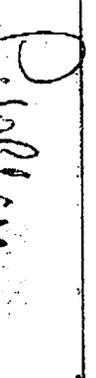
Sincerely

A handwritten signature in black ink, appearing to read "Svidgal". The signature is written in a cursive, flowing style.

Anna Svidgal
Asst. Executive Director
Hailey Chamber of Commerce

Hailey Chamber of Commerce
309 S. Main Street
P.O. Box 100 Hailey, Idaho 83333
Phone: (208) 788-3484
Fax: (208) 578-1595
www.haileyidaho.com

Staycation Street Closure Notification March 19, 3:00-6:00 pm

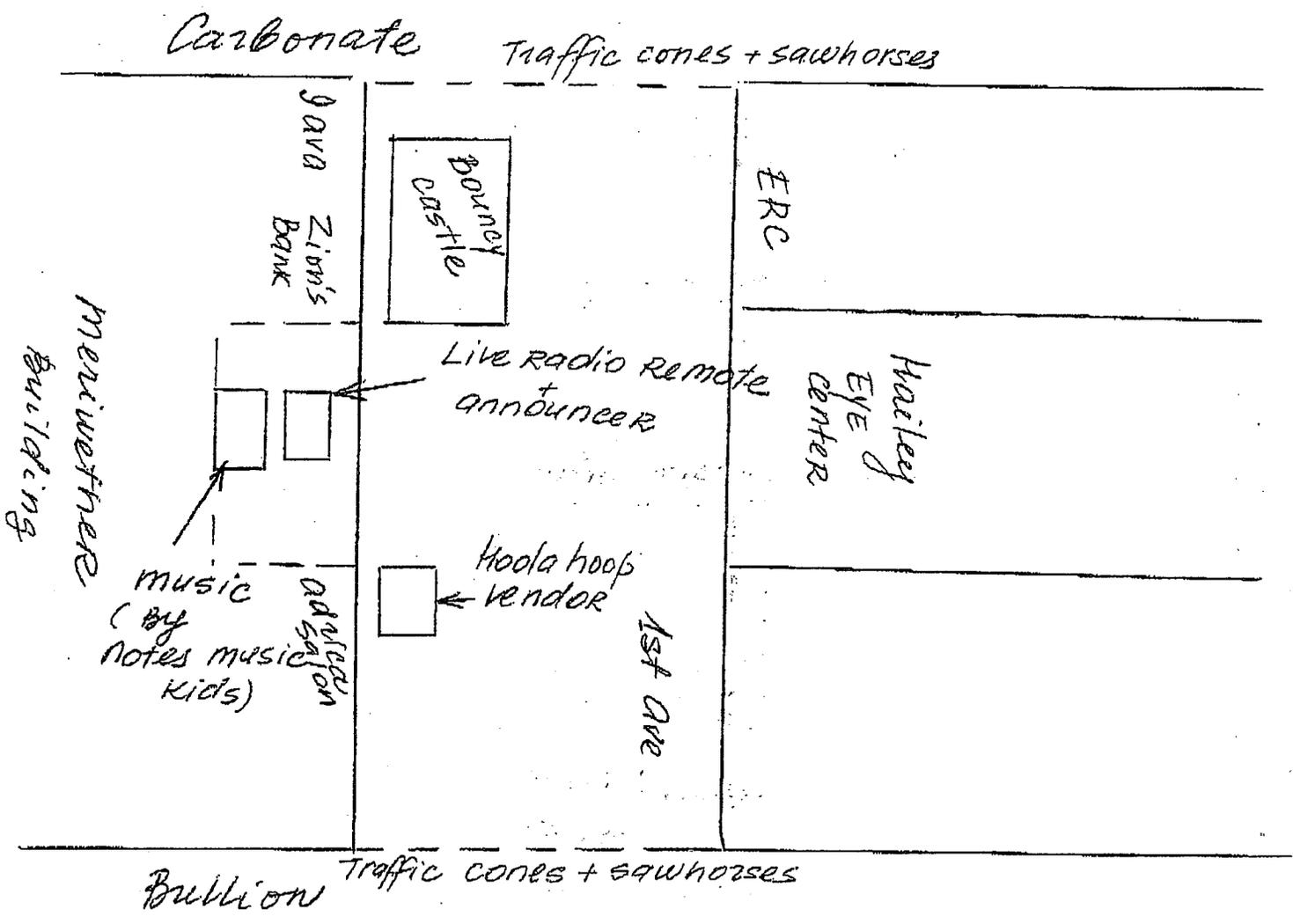
Business Name	Contact Name	Phone #	Signature
Java	Sara Rogers	788 2399	
Africa	Ariel Caballero	208-578-0580	
Cowboy	Dirk Lem	788.0114	
HEADBUSH CO	David HEADBUSH	725.2256	
Portico/mBF	Patty Johnson	788-8099	
SHINE GROUP	JAY SHINE	788.0268	
Campbell Consulting	Bill Campbell	788-6000	
SIBERIA	MUSTAFA RAHMAN	705-578	
The Nature Conservancy	STEPHANIE HANSEN	788-8988 X19	
Halley eye center	Caroline Punishu	788-4120	

SV
Magazine
15 Star
Signal

Staycation Street Closure Notification March 19, 3:00-6:00 pm

Business Name	Contact Name	Phone #	Signature
Kids Kampus Bilingual Preschool	Alma S Cruz	578-7663 788-4485	Alma S Cruz
Buz Nutrition			

Staycation Event Map



JRD. CERTIFICATE OF LIABILITY INSURANCE

OP ID MM
HAILE-2

DATE (MM/DD/YYYY)
11/18/09

INSURER
Ketchum Branch
Sweet - Trina Isaacs Inc.
PO Box 5567
Ketchum ID 83340
Phone: 208-726-8866 Fax: 208-726-8491

INSURED
Hailey Chamber of Commerce
PO Box 100
Hailey ID 83333

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance Comp
INSURER B:
INSURER C:
INSURER D:
INSURER E:

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.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	PHPK309395	05/01/09	05/01/10	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
						MED EXP (Any one person)	\$ 0
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 3000000
						PRODUCTS - COMP/OP AGG	\$ 1000000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER

City of Hailey
Sweet - Trina Isaacs
Main St
Hailey ID 83327

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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

Marty Miller

