

AGENDA ITEM SUMMARY

DATE: 05/21/2012 DEPARTMENT: Admin/Comm Dev DEPT. HEAD SIGNATURE: HD

SUBJECT

Motion to approve Resolution authorizing independent professional services contract for building official.

AUTHORITY: ID Code IAR _____ City Ordinance/Code _____

BACKGROUND:

Following the resignation and two-weeks notice from Hailey's Building Official, city officials identified that the most expedient way to secure building official services within that short time frame, and effect a smooth transition for the community, would be to put a contract building official in place to handle matters during the transition from one employee to the next.

Several resumes were solicited from various individuals who serve other entities and would therefore qualify as an independent contractor under IRS rules.

Wayne Orvik had all the required ICC Certifications, offered the lowest price, and has the most experience as a former building inspector for Blaine County as well as an independent contractor for Blaine County for substitute services during their building official's absences.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

We recommend entering into a contract with Wayne Orvik for building official services.

FOLLOW UP NOTES:

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this 21st day of May, 2012, by and between the City of Hailey ("City") and Wayne Orvik (Orvik).

RECITALS

- A. City is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into a contract for services with Orvik.
- B. Orvik is an individual doing business in Blaine County, Idaho and who wishes to contract with the City in a professional services capacity.
- C. Subject to the terms and conditions set forth herein, the parties hereto are desirous of entering into an independent contractor agreement with City providing Building Official services for the City.

AGREEMENT

In consideration of the mutual covenants and promises, which the parties set forth below, City and Orvik agree as follows:

- 1. Work. City hereby engages Orvik and Orvik hereby accepts the engagement to perform the tasks described in paragraph 3 of this Agreement for City subject to the terms and conditions of this Agreement.
- 2. Term. This Agreement shall have a term of ten (10) months and shall commence on May 21, 2012 and terminate on March 22, 2013.
- 3. Duties.
 - 3.1 General Duties of the Parties. Orvik agrees as part of his duties under this Agreement to utilize his efforts to faithfully perform the duties of Building Official for the City of

Hailey to the best of his ability, and to perform the tasks requested by Hailey's Mayor, Administrator, and/or Community Development Director.

3.2 Specific Duties. Orvik agrees as part of his duties under this Agreement that he shall perform Building Official functions on an as-needed basis, including residential and commercial plan reviews and inspections, related billings, correspondence, communications, and code interpretation, consult with prospective businesses in Hailey regarding building and ADA compliance matters when changes of use occur on a business address, and act as flood plain review board member to review flood plain permits.

4. Consideration. City agrees to pay Orvik for the services described in paragraph 3 of this Agreement an amount of forty dollars (\$40.00) per hour during the term of this Agreement. A monthly billing shall be due and payable in full by the 25th day of the subsequent month, detailing the number of hours on each project, and the dates upon which the work was performed. Orvik shall be solely responsible for the payment of insurance required by law, such as unemployment insurance and worker's compensation insurance. City is not responsible to provide Orvik with any health insurance, life insurance, disability insurance, or other such fringe benefits, such as sick leave, vacation time or compensatory time. City is not responsible to withhold from Orvik's compensation amounts for federal and state income tax, FICA or Medicare. Orvik shall use his own vehicle and tools, and shall not bill the City for travel time from his residence or personal business to city offices or city job sites. City will not pay Orvik for training or further certifications.

5. Termination.

5.1 Termination by City. The parties agree that this Agreement may be terminated by City without "cause" at any time upon thirty (30) days' notice to Orvik.

5.2 Termination by Contractor. The parties agree that this Agreement may be terminated by Orvik without "cause" at any time upon thirty (30) days' notice to City.

6. Relationship. The parties agree that their relationship is an independent contractor relationship. The relationship between the parties hereto shall not be that of Employer and Employee.

7 Miscellaneous Provisions.

7.1 Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service upon such other party, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

If to City: City Clerk
 Hailey City Hall
 115 Main Street South
 Suite H
 Hailey, Idaho 83333

If to Contractor: Wayne Orvik
 18525 US Highway 20
 Bellevue, Idaho 83313

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

7.2 Attorney Fees. If a dispute should arise between the parties regarding the interpretation, validity or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party its attorney's fees and costs incurred in such dispute, whether or not litigation is commenced, and on any appeals.

7.3 Successors and Assigns. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors in interest.

7.4 Binding Effect. The rights and obligations of the parties hereunder shall enure to the benefit of and shall be binding upon their respective successors and legal representatives. If any provision of this agreement is judicially determined to be invalid or unenforceable, the remainder of the agreement shall, nonetheless, remain valid and enforceable.

7.5 Governing Law. This agreement shall be construed in accordance with the laws of the State of Idaho.

7.6 Entire Agreement. This agreement contains the entire agreement between City and Orvik concerning independent contractor employment. It may not be changed orally but only by an agreement in writing signed by both parties. It is specifically understood that the parties may agree in the future to add an addendum or addenda to this Agreement whereby Orvik would perform other specified tasks otherwise subject to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contract Agreement as of the 21st day of May, 2012.

“CITY”
CITY OF HAILEY, a political subdivision
of the State of Idaho

By _____
Fritz X. Haemmerle, its Mayor

“ORVIK”
WAYNE ORVIK, independent contractor within Blaine
County, Idaho.

**CITY OF HAILEY
RESOLUTION NO. 2012-31**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR PROFESSIONAL
SERVICES WITH WAYNE ORVIK, FOR BUILDING OFFICIAL SERVICES.**

WHEREAS, the City of Hailey desires to enter into an agreement with Wayne Orvik under which Wayne Orvik will perform and be responsible for Building Official Services for the City of Hailey.

WHEREAS, the City of Hailey and Wayne Orvik have agreed to the terms and conditions of the Agreement for Professional Services, a copy of which is attached hereto.

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

Passed this 21st day of May 2012.

City of Hailey.....

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 5/21/2011

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

First Amendment to Knife River Use Agreement and Resolution No. 32

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching a proposed First Amendment to a Use Agreement with Knife River to use the City lot near the intersection of Woodside Boulevard and Countryside. The First Amendment incorporates the conditions attached to a conditional use permit granted to the City for the use of the property as a staging area by Knife River.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (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:

Make a motion to approve the First Amendment to Use Agreement and authorize the mayor to sign the Use Agreement and Resolution No. _____

FOLLOW-UP REMARKS:

FIRST AMENDMENT TO USE AGREEMENT

This First Amendment to Use Agreement ("First Amendment") is entered into this ___ day of May, 2012, by and between **CITY OF HAILEY**, a municipal corporation, ("City") and **KNIFE RIVER CORPORATION – NORTHWEST**, an Oregon corporation ("Knife River").

RECITALS

A. City and Knife River entered into a Use Agreement dated May __, 2012, ("Use Agreement").

B. On May 7, 2012, the City approved the Use Agreement subject to the approval of a conditional use permit.

C. On May 14, 2012, the Hailey Planning and Zoning Commission approved the application for a conditional use permit allowing the use of real property owned the City located at the intersection of Countryside Boulevard and Woodside Boulevard, between 2528 and 2630 Woodside Boulevard, Hailey, Idaho ("Lot"), subject to the following conditions:

1. All Fire Department and Building Department requirements shall be met.
2. There shall be no construction activity on site between the hours of 7:00 p.m. and 7:00 a.m. on weekdays, or before 8:00 a.m. and after 7:00 p.m. on Saturdays, or before 9:00 a.m. and after 7:00 p.m. on Sundays.
3. The City shall ensure there is adequate dust abatement on site, which will include application of water on site.
4. The City shall ensure that crushed rock shall be placed on site to prevent tracking of dust on Woodside Blvd. and to help alleviate dust from truck traffic.
5. The City shall obtain a copy of Knife River's safety and security measures to be used on site at the temporary staging and storage area (and provide it to P&Z Commissioners at the next P&Z meeting). Additionally, appropriate "stay out" signage shall be posted around the perimeter of the temporary staging and storage area during the Reconstruction project.

D. Subject to the terms and conditions of this First Amendment, the parties desire to enter into this First Amendment.

AGREEMENT

NOW, THEREFORE, based good and valuable consideration, the receipt of which is hereby acknowledged, and upon the foregoing recitals which are incorporated in this First Amendment below as though set forth in full, the parties agree, as follows:

1. Amendment of Use Agreement. The Use Agreement is amended by adding a new paragraph 14, as follows:

14. Compliance with Conditional Use Permit Conditions. During the term of the Project, Knife River shall ensure compliance with the following conditions for all uses on the Lot:

- a) All Fire Department and Building Department requirements shall be met.
- b) There shall be no construction activity on the Lot between the hours of 7:00 p.m. and 7:00 a.m., weekdays or before 8:00 a.m. and after 7:00 p.m. on Saturdays or before 9:00 a.m. and after 7:00 p.m. on Sundays.
- c) There shall be adequate dust abatement on the Lot, which will include application of water on site.
- d) Crushed rock shall be placed on the Lot to prevent tracking of dust on Woodside Blvd. and to help alleviate dust from truck traffic.
- e) Knife River shall provide the City its safety and security measures to be used on the Lot within two weeks of the date of this First Amendment. Knife River shall post appropriate "stay out" signage around the perimeter of the temporary staging and storage area on the Lot during the Project.

2. The terms and conditions of the Use Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Use Agreement as of the ____ day of May, 2012.

ATTEST:

HAILEY:

CITY OF HAILEY, an Idaho municipal corporation

Mary Cone, Clerk

By: _____
Fritz X. Haemmerle, Mayor

KNIFE RIVER:

KNIFE RIVER CORPORATION -- NORTHWEST
an Oregon corporation

By: _____
David S. Bull, its President

CITY OF HAILEY
RESOLUTION NO. 2012-32

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT WITH KNIFE RIVER
CORPORATION, FOR CONSTRUCTION STAGING FROM CITY OWNED PARCEL
01 & 02, BLK 62, PLAT 15**

WHEREAS, the City of Hailey desires to enter into an agreement with Knife River Corporation under which Knife River Corporation will perform and be responsible for Construction Staging Area for the City of Hailey.

WHEREAS, the City of Hailey and Knife River Corporation have agreed to the terms and conditions of the Agreement for Professional Services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the First Amendment to Use Agreement between the City of Hailey and Knife River Corporation and that the Mayor is authorized to execute the attached Agreement,

Passed this 21st day of May 2012.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 5/17/2012 **DEPARTMENT:** Police **DEPT. HEAD SIGNATURE:** Jeff Gunter

SUBJECT: Bike Auction on 06-09-12 at 10:00 a.m.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Police Department has a collection of 50 found bicycles from a two years period. Two ads are being run asking people to look at the bicycle list posted on the web site to allow the owners the opportunity to claim the bikes. The ads are running in the Idaho Mountain Express publications on 5-23-12 and 5-30-09. See attached list of bicycles. In addition auctioning three outdated police vehicles no longer in service; 1996 Mercury Mystique, 2006 Dodge Charger (blown engine) 2002 Chevy Tahoe.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Case # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:
Time spent during the auction by three employees

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:

Declaration of 50 bikes, three police vehicles no longer in service as surplus property.
Approval from the Mayor and Council to auction the 50 found bicycles if not claimed prior to the auction, and three police vehicles on the date of 06-09-12.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

RESOLUTION NO 2012-33
SURPLUS PROPERTY

WHEREAS The City Clerk and the Police Chief of the City of Hailey, Idaho are requesting that the following fixed assets be designated as surplus property.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hailey, Idaho that the following fixed assets are deemed surplus property by the City of Hailey.

<u>BRAND NAME</u>	<u>COLOR</u>
MONGOOSE	BLACK/GREEN
SCHWIN	BLUE/SILVER
VETTA	SILVER
MOTIVE	SILVER/WHITE
RALEIGH	BLACK/GOLD
BELLA	BLUE
SCHWIN	BLUE
ALPINE	BLUE
HUFFY	BLUE
PACIFIC	SILVER
GARY FISCHER	BLUE/WHITE
TREK	SILVER/BLUE
ROADMASTER	BLUE/BLACK
MARIN	BLACK
NEXT	GREEN
ROADMASTER	PURPLE/SILVER
HUFFY	RED/BLACK
STREET STOCK	RED
TREK	BLACK
PONDEROSA	YELLOW
MONGOOSE	WHITE
RAND THUNDER TRAIL	BLUE
GREENLINE	BLUE
HUFFY	BLUE/RED
ROADMASTER	GREEN
MONGOOSE	WHITE
LOTUS	GRAY
PUCH	SILVER
TREK	PURPLE
MAGNA	RED/SILVER
ELECTRA	PINK
MONGOOSE	PURPLE
RALEIGH	BLACK
NEXT	BLUE/SILVER
MOUNTAIN TEK	ORANGE/WHITE
TREK	RED
MOUNTAIN FURRY	SILVER/BLUE

SPECIALIZED	RED
FELT	WHITE
REDLINE	RED
SPECIALIZED	PURPLE
RAZOR (SCOOTER)	SILVER
RAZOR (SCOOTER)	SILVER
ARIA (STROLLER)	BLUE
TREK	BLUE/SILVER
SPECIALIZED	BLUE/WHI/SIL
CHAOS	BLACK/WHITE
NEXT	PINK/WHITE
VERTICAL	RED/SILVER
AVALON	SILVER/BLACK
K2	RED/BLACK

CARS:

1996 Mercury Mystic 89,050 miles	1MELM6536TK637151
2006 Dodge Charger Approx. 88,000 miles	2B3KA43G76H486561
2002 Chevy Tahoe Mileage is unkown	1GNEK13Z12J284890

The City Clerk and or the Police Chief is authorized to sell, publicly; trade or otherwise transfer to other governmental agencies, and take all necessary steps to carry out the authorization provided by this Resolution.

Dated this 21st day of May, 2012

Fritz X. Haemmerle, Mayor

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 05/21/2012

DEPARTMENT: Licensing

DEPT. HEAD SIGNATURE: MBaledge

SUBJECT

Motion to approve Dangerous Fireworks Permit for the Hailey 4th of July Fireworks show, as recommended by the Hailey Fire Chief

AUTHORITY: ID Code IAR _____ City Ordinance/Code _____

BACKGROUND:

The Hailey Fire Chief is responsible to insure that an application for Dangerous Fireworks Display from Lantis Pyrotechnics is complete and that the show be conducted as described in the application.

The Hailey City Council must approve the permit for Dangerous Fireworks Display, upon recommendation by the Hailey Fire Chief.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Dangerous Fireworks Permit for the Hailey 4th of July Fireworks show, as recommended by the Hailey Fire Chief

FOLLOW UP NOTES:

Certificate of Insurance

109188

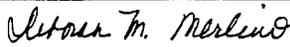
Issue Date: 3/22/2012

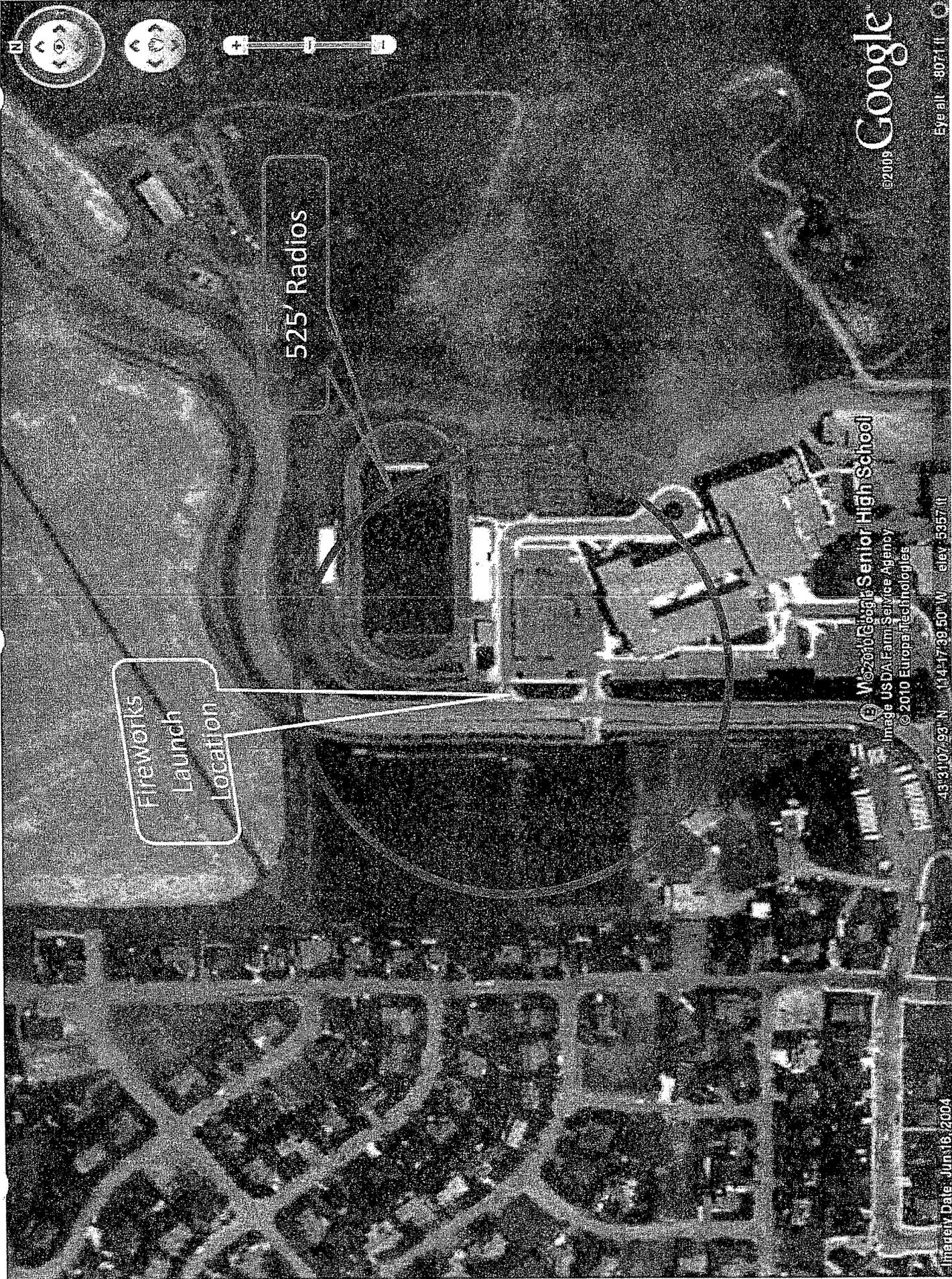
PRODUCER Deborah Merlino Combined Specialties International, Inc. 205 San Marin Drive, Suite 5 Novato, California 94945	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	
INSURED Lantis Productions Inc PO Box 491 Draper, UT 84020	INSURER A: Underwriters, Lloyd's London
	INSURER B:
	INSURER C:
	INSURER D:

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE 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 INCLUDING, BUT NOT LIMITED TO THOSE FOLLOWING: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDITIONAL CONDITIONS AND EXCLUSIONS: 1) THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS LIABILITY INSURANCE ONLY. IT IS NOT A BOND OR ANY FORM OF SURETY AGAINST WHICH SOMEONE OTHER THAN "INSURED" MAY ASSERT A CLAIM OR BRING ANY ACTION. SUBJECT TO POLICY TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS THE INSURANCE ONLY INDEMNIFIES AN INSURED AGAINST CERTAIN LEGAL LIABILITY. 2) THE INSURANCE DOES NOT COVER CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OF THE NAMED INSURED'S SHOOTER(S), ASSISTANT(S) OR ANY OTHER PERSON(S) INCLUDING ANY VOLUNTEER(S) PARTICIPATING IN ANY WAY IN ANY DISPLAY OR SPECIAL EFFECT PERFORMED OR EXECUTED BY THE NAMED INSURED. 3) COVERAGE DOES NOT APPLY TO CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE INSURED'S FAILURE TO FOLLOW NFPA OR OTHER APPLICABLE REQUIREMENTS, LAWS OR RECOMMENDATIONS, INCLUDING THOSE RELATING TO POST DISPLAY OR SPECIAL EFFECT SEARCHES OR CLEAN UP.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	CSI-672131-11	7/28/2011	7/28/2012	EACH ACCIDENT	\$1,000,000
					MEDICAL EXP (any one person)	\$5,000
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OPS AGG	\$1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ANY OWNED AUTO SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Each accident)	
					BODILY INJURY (Per Person)	
					BODILY INJURY (Per Accident)	
					PROPERTY DAMAGE (Per person)	
	EXCESS LIABILITY FOLLOWING FORM				EACH ACCIDENT	
					AGGREGATE	
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY OTHER LIMITS	
					E.L. EACH ACCIDENT	
					E.L. DISEASE-EA EMPLOYER	
					E.L. DISEASE-POLICY LIMIT	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 City of Hailey and Blaine County School District #61 are Additional Insured as respects the July 4, 2012 Fireworks Display at Wood River High School parking lot, 1250 Fox Acres Road, Hailey, ID

CERTIFICATE HOLDER City of Hailey 115 Main Street South Hailey, ID 83333	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	 AUTHORIZED REPRESENTATIVE



Fireworks
Launch
Location

525' Radius

© 2010 Google Senior High School
Image USA/Eam Service Agency
© 2010 Europa Technologies

Image Date: Jun 16, 2004
43° 31' 07.93" N, 114° 17' 39.50" W, elev 5357 ft

Google
© 2009

Eye alt: 807 ft

AGENDA ITEM SUMMARY

DATE: 5/21/12 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT:

Application for a new Alcohol Beverage License (Beer/wine) to Zou 75 Restaurant.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Steve Clayton activated a new liquor license in January 2007 and immediately leased it to the owners of Zou 75. Zou 75 has been leasing this liquor license since April 2007. There is a possibility that Clayton's license will be revoked by the State. If this happens, Zou 75 needs a beer and wine license to operate their business while the owners transfer the liquor license currently used by Power House.

Owner of Zou 75 will know by Tuesday May 22nd whether or not he needs to activate this new beer and wine license. We want to be able to issue the new beer and wine license if necessary at that time.

The Chief of Police will do his research once we have the permanent state and county licenses.

No license will be issued until the remaining information is received in good order AND the Police Chief has approved the application

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
 City Attorney City Clerk / _____ Engineer _____ Building
Library _____ Planning _____ Fire Dept. _____
 Administrator _____ P & Z Commission Police _____
Streets _____ Public Works, Parks _____ Mayor _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the following alcohol beverage licenses upon receiving the final state and county licenses and Police Chief approval.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

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

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: 400.00

Applicant Name: 75 Inc.

Business Name: Zou 75

Business Physical Address: 416 N. Main St. Hailey

Business Mailing Address: PO 1165 Hailey

Business Phone Number: (208) 788-3310

Property Owner (if different from applicant): R+R Ventures 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).

[Signature]
Applicant Signature

5/16/12
Date

Subscribed and sworn to before me this 16 day of May, 2012

[Signature]
Notary Public OR City Clerk

Residing at: Blaine Co, ID
My Commission Expires 02-11-2016

JEFFREY S. BERTZ
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