

AGENDA ITEM SUMMARY

DATE: 7/16/2012

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Release Agreement and Resolution No. 45

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Last spring, there was some flooding on the Dumke property which threatened property to the south of Quigley Road. It is my understanding that the city did some work within the Quigley right of way to prevent some flooding. Apparently, some irrigation piping was dug up in the process. The mayor has discussed the damage with the property owner and he would like to pay for the damage irrigation pipe in the amount of \$1437.76 in exchange for the property owner's release of all claims from this incident and any future incident within the right of way. It is my understanding that the property owner has agreed to this arrangement. I am enclosing a proposed release which would accomplish this arrangement.

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 Release Agreement and Resolution No. ___ and authorize the mayor to sign.

FOLLOW-UP REMARKS:

**CITY OF HAILEY
RESOLUTION NO. 2012-45**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A RELEASE AGREEMENT WITH GALEN L.
HANSELMAN AND JUDY HANSELMAN, FOR PAYMENT OF REPAIR TO THE
IRRIGATION SYSTEM AT 811 QUIGLEY ROAD, LOCATED IN THE CITY RIGHT
OF WAY**

WHEREAS, the City of Hailey desires to enter into an agreement with Galen L. Hanselman And Judy Hanselman under which Galen L. Hanselman And Judy Hanselman will release Hailey now and in the future for any damage to improvements in the city right of way.

WHEREAS, the City of Hailey and Galen L. Hanselman And Judy Hanselman have agreed to the terms and conditions of the Release Agreement, 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 Release Agreement between the City of Hailey and Galen L. Hanselman And Judy Hanselman and that the Mayor is authorized to execute the attached Agreement,

Passed this 16TH day of JULY, 2012.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

RELEASE AGREEMENT

This Release Agreement ("Release") is made this ____ day of July, 2012, by Galen L. Hanselman and Judy Hanselman, husband and wife, ("Hanselman"), and the City of Hailey ("Hailey").

RECITALS

A. Hailey is a political subdivision of the State of Idaho. Fritz X. Haemmerle is the duly elected and acting mayor of Hailey and has been authorized to execute this Agreement.

B. Hanselman owns real property located at 811 Quigley Road, Hailey, Idaho, and more particularly described as follows:

Lot 2, Block 1, RATHKE SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded June 25, 1979, records of Blaine County, Idaho.

("Property").

C. Hailey conducted emergency work in the Quigley Road right of way adjacent to the Property, in the Spring of 2012. The work damaged an irrigation system installed by Hanselman.

D. There is a dispute between the parties about who is responsible for the damage.

E. Big Wood Landscaping did the repair work and billed Hanselman \$1,437.76.

F. Hailey has agreed to pay the landscaping bill. In exchange, Hanselman agrees to release Hailey now and in the future for any damage to improvements in the right of way.

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. Release. For good and valuable consideration, Hanselman hereby releases and forever discharges Hailey and its heirs, legal representatives, agents, assigns and insurers, none of whom admit any liability to Hanselman, from any and all claims, demands, damages, actions,

RELEASE/1

causes of action or lawsuits of any kind or nature whatsoever, known or unknown, which he has had or may have, or may in the future discover, relating to each and every aspect of any past, present or future damage to his personal or real property located within the City right of way adjacent to the Property, or any matters connected thereto, no matter how remotely.

2. Consideration. Within ten (10) days of the execution of this Release, Hailey shall pay Big Wood Landscaping \$1,437.76.

3. Miscellaneous Provisions.

a) This Release by Hanselman shall not constitute any admission on the part of Hailey as to any liability or responsibility, or any admission concerning same, as to any of the subjects of this Release.

b) This Release shall be recorded and run with the land.

c) This Release, as to the subjects to which it applies, constitutes a unilateral release as to such subjects and the parties.

d) This Release shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and agents.

e) Hanselman hereby declares that the terms of this Release have been completely read and are fully understood and voluntarily accepted.

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed on the day and year first written above.

GALEN HANSELMAN

JUDY HANSELMAN

RELEASE/2

AGENDA ITEM SUMMARY

DATE: 02/06/2012 **DEPARTMENT:** Admin/Legislative **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Agreement with Intermountain Professional Rodeo Association (IMPRA) for a September 1 – 2 Finals Rodeo at Hailey's event arena

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

IMPRA, the Sawtooth Rangers, and the City of Hailey entered into a Use Agreement on February 6, 2012 for the IMPRA Finals Rodeo planned for September 1 and 2, 2012. Since then, IMPRA and the Sawtooth Rangers have worked out some details between them which resulted in some changes to when the terms Sawtooth, IMPRA, and/or both are used. The attached agreement has been amended accordingly. This change does not affect the City of Hailey.

The formerly approved agreement had a clause that Hailey would be paid by September 10, 2012. It is difficult for the Sawtooth Rangers to perform their event accounting that quickly, and the attached agreement changes that pay date to September 15, 2012.

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

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Move to approve the amended agreement to be attached to Resolution 2012-05, authorizing the City to enter into an agreement with IMPRA and Sawtooth Rangers for a two-day rodeo event on September 1-2, 2012, with fees to be paid to Hailey by September 15, 2012, and the responsibilities of Sawtooth and IMPRA laid out more clearly to those parties.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: Record *Additional/Exceptional Originals to: _____
Copies (all info.): _____
Instrument # _____
Copies (AIS only)

**CITY OF HAILEY
RESOLUTION NO. 2012-46**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF AN AMENDED USE AGREEMENT WITH
INTERMOUNTAIN PROFESSIONAL RODEO ASSOCIATION AND THE
SAWTOOTH RANGERS RIDING CLUB, INC., FOR EXCLUSIVE USE OF THE
RODEO ARENA SEPTEMBER 1ST AND 2ND, 2012. ORIGINAL USE AGREEMENT
APPROVED WITH RESOLUTION 2012-05.**

WHEREAS, the City of Hailey desires to enter into an agreement with Intermountain Professional Rodeo Association And The Sawtooth Rangers Riding Club, Inc. under which Intermountain Professional Rodeo Association And The Sawtooth Rangers Riding Club, Inc. will be allowed Description Of The Contract/Services Here for the City of Hailey.

WHEREAS, the City of Hailey and Intermountain Professional Rodeo Association And The Sawtooth Rangers Riding Club, Inc. have agreed to the terms and conditions of the amended Use Agreement, 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 amended Use Agreement between the City of Hailey and Intermountain Professional Rodeo Association And The Sawtooth Rangers Riding Club, Inc. and that the Mayor is authorized to execute the attached Agreement,

Passed this 16TH day of JULY, 2012.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

USE AGREEMENT

This Use Agreement ("Agreement") is made this ____ day of _____, 2012, by and between **CITY OF HAILEY**, a municipal corporation ("City"), **SAWTOOTH RANGERS RIDING CLUB, INC.**, an Idaho non-profit corporation ("Sawtooth"), and **INTERMOUNTAIN PROFESSIONAL RODEO ASSOCIATION**, an Idaho non-profit corporation ("IMPRA").

RECITALS

A. The City is a municipal corporation and political subdivision of the State of Idaho. Fritz X. Haemmerle is the duly elected and acting mayor of the City of Hailey, and is authorized to execute this Agreement.

B. Sawtooth is a duly organized and operating non-profit corporation in the State of Idaho. William Bobbitt is the duly elected and acting president of Sawtooth and is authorized to execute this Agreement.

C. IMPRA is a duly organized and operating non-profit corporation and rodeo association, operating in Idaho, Wyoming and Utah. Reed W. Larsen is the duly elected and acting president of IMPRA and is authorized to execute this Agreement.

D. City owns real property located at 791 Main Street South, Hailey, Idaho, a portion of which is an outdoor multi-use arena, as depicted on attached **Exhibit A** ("Arena").

E. Sawtooth and IMPRA desire to use the Arena to conduct the IMPRA Rodeo Finals sponsored by IMPRA on September 1 and 2, 2012 (the "Event"). IMPRA intends to coordinate the Event with Sawtooth.

F. Subject to the terms and conditions set forth herein, City is willing and agrees to allow IMPRA and Sawtooth to use the Arena and IMPRA and Sawtooth are willing and agree to use the Arena.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in this Agreement below as though set forth in full, the parties agree as follows:

1. **Reservation.** Hailey agrees to reserve the Arena for the use by Sawtooth and IMPRA for the Event, and Sawtooth and IMPRA agree to use the Arena for the Event. Any party may terminate this Agreement, with cause, provided notice is delivered to the other party six (6) months prior to the Event. Sawtooth and IMPRA shall have the exclusive right to use the Arena for September 1, 2012, at 9:00 a.m. until September 2, 2012, at midnight. Sawtooth and IMPRA shall have the right to inspect the Arena before August 31, 2012, to make arrangements for the Event.

2. **Consideration.** Consideration will be paid on a percentage basis of the paid gate attendance, as follows: (1) IMPRA will receive 45% of the gross revenue received at the gate; (2) the City will receive 15% of the gross revenue received at the gate; and (3) Sawtooth will receive 40% of the gross revenue received at the gate. The City shall be paid its consideration on or before September 15, 2012. The payment shall be accompanied with proof of paid attendance and gross revenue received at the gate. IMPRA shall receive 270 complimentary tickets. Sawtooth shall receive 100 complimentary tickets. IMPRA shall retain the rights for all sponsorship during the Event. Sawtooth, the Hailey Chamber of Commerce, and the IMPRA shall be responsible for all concessions. In the event there are any net losses, IMPRA and Sawtooth shall be solely responsible for any net losses.

3. **Use of Arena.** During the Event, the Arena may be used and occupied by IMPRA and Sawtooth only as a public facility as a rodeo ground facility, as a concession area and as parking, and for no other purpose or purposes without City's prior written consent. During periods of non-use of the Arena during the Event, IMPRA and Sawtooth shall lock and secure all bathrooms, concession areas and security gates within the Arena, and keep members of the general public out of all secured areas. Sawtooth shall be responsible for the watering of the internal dirt portion of the Arena during the Event. IMPRA and Sawtooth shall not do or permit anything to be done in or about the Arena or bring or keep anything in the Arena that will in any way increase the rate of fire insurance upon the building in which the Arena is situated. IMPRA and Sawtooth shall not perform any acts or carry on any practices that may injure the Arena or the building of which the Arena form a part, which are not normally associated with a rodeo event. IMPRA and Sawtooth agree to comply with (and cause its agents, contractors, employee and invitees to comply with) any rules and regulations with reasonable modification hereof which City may from time to time make and deliver to IMPRA and Sawtooth in writing, provided the City provides IMPRA and Sawtooth with thirty (30) days advance notice of a hearing to consider the proposed rules and regulations and provided any adopted rules and regulations are effective sixty (60) days before the beginning of the Event.

4. **Security Deposit.** IMPRA shall pay as a security deposit the sum of Five Hundred and No/100 Dollars (\$500.00), receipt of which is hereby acknowledged, to be held by City as a security deposit for the faithful performance by IMPRA and Sawtooth of all the terms, covenants and conditions of this Agreement to be kept and performed by IMPRA and Sawtooth during the term of this Agreement. This security deposit does not limit City's rights or IMPRA's and Sawtooth's obligations. IMPRA and Sawtooth understand that all or a portion of the security deposit may be retained by City upon of the Event and that a refund of any portion of the security deposit to IMPRA is conditioned on the following:

a) IMPRA and Sawtooth shall clean and restore the Arena to its condition at the commencement of each Event, less normal wear and tear associated with a rodeo event.

b) IMPRA and Sawtooth shall have remedied or repaired any damage to the Arena to City's satisfaction.

c) IMPRA and Sawtooth shall have complied with all of the provisions of this Agreement and with such other rules and regulations as the City may deem necessary.

If IMPRA and Sawtooth default with respect to any provision of this Agreement, including but not limited to the provisions relating to the payment of the monetary sums due herewith, City may (but shall not be required to) use, apply or retain all or any part of the security deposit for the payment of any other amount which City may spend by reason of IMPRA'S AND Sawtooth's default or to compensate City for any other loss or damage which City may suffer by reason of IMPRA's or Sawtooth's default. IMPRA and Sawtooth shall not be entitled to interest on such deposit. If IMPRA and Sawtooth shall fully and faithfully perform every provision of this Agreement to be performed by either entity, the security deposit or any balance thereof shall be returned to IMPRA after IMPRA and Sawtooth have vacated the Arena and after IMPRA and Sawtooth have performed every provision of this Agreement.

5. Utilities.

A. City shall pay for all charges for electricity, water, sewer, trash, and cleaning services, rendered or supplied upon or in connection with the Arena during the Event. In the event the expenses for each annual event exceeds \$2,500, Sawtooth shall pay City the difference between the expenses for each annual event and \$2,500 within thirty (30) days of the date of billing for the excess charges. In the event the expenses for each annual event are less than \$2,500, the City is not required to reimburse Sawtooth for any difference and shall be entitled to retain the difference.

B. IMPRA and Sawtooth shall pay or reimburse the City for all services requested by IMPRA and Sawtooth or which are reasonably required by IMPRA and Sawtooth, such as street sweeping and police security and traffic control. The charges incurred in accordance with this paragraph 5(B) shall be paid to the City within thirty (30) days of the date of billing for such charges.

6. Insurance. During the Event, IMPRA and Sawtooth shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability, property damage and contractual liabilities of the IMPRA and Sawtooth, written by a responsible insurance company licensed to do business in Idaho, and insuring IMPRA, Sawtooth and City (and such other persons, firms, or corporations designated by City) as additional named insureds against liability for claims of damage because of injury to persons and property and for death of any person or persons occurring in or about the Arena. The liability covered by such insurance shall be not less than a combined single limit of One Million Dollars (\$1,000,000). The insurance shall be primary insurance such that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage held by City.

No party shall have the right or claim against the City for any losses, damages or injury, including losses, damages or injury to property or persons, including death, and for any business interruption, occurring on the Arena or the adjoining property, (whether caused by the negligence or other fault of the City, IMPRA or Sawtooth or their respective agents, employees, subtenants,

licensees or assignees or whether caused by negligence or the conditions of the Arena or any part thereof) by way of subrogation or assignment. IMPRA and Sawtooth hereby waive and relinquish any such right. IMPRA and Sawtooth shall request their insurance carriers to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the City and provide a certificate of insurance verifying this waiver.

All insurance required by this Section shall be in a form and with companies satisfactory to City and shall provide that it shall not be subject to cancellation or change except after at least thirty (30) days' prior written notice to City. The policy or policies, or duly executed certificates for them, shall be deposited with City within fifteen (15) days before the Event.

7. **Exemption from Liability.** City shall not be liable to IMPRA and Sawtooth or to any other person whomsoever for any injury or damage to person or property occurring within or about the Arena, unless caused by or resulting from the wilful and intentional acts of the City or any of the City's agents, servants or employees in the operation or maintenance of the Arena. City shall not be liable in damages or otherwise for failure to furnish, or any interruption of service of any water, gas, electricity, telephone, or other utility caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or causes beyond the control of City, or for any loss, damage or theft of property of IMPRA or Sawtooth, their agents, servants or employees.

Any prevention, delay, or stoppage, due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control for the party obligated to perform shall excuse performance by such party for an amount of time equal to any such prevention, delay or stoppage, except as otherwise provided in this Agreement.

Under the Equine Activities Immunity Act (*Idaho Code §§ 6-1801 et seq.*), the City, IMPRA and Sawtooth are entitled to certain immunity for activities within the Arena. The parties acknowledge that the City will not provide equipment or tack during the Event, as defined hereinafter, and is not responsible to determine whether a rodeo participant is able to safely engage in activities or safely manage animals during the Event or whether the animals are able to behave safely with the participants during the Event. Further, the City is entitled to certain immunities under the Idaho Tort Claims Act. *See Idaho Code § 6-901 et seq.*

8. **Indemnification and Hold Harmless.** IMPRA and Sawtooth agree to indemnify and hold City harmless from and against any and all claims, including mechanic's and materialman's liens, by or on behalf of any person or person, firm(s) or corporation(s), arising from the conduct or management of the activities conducted by IMPRA and Sawtooth during the Event, or arising out of any act or omission or negligence of IMPRA and Sawtooth, their contractors, licensees, agents, servants or employees during the Event, or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Arena or any part thereof, and the walkways adjoining the Arena during the Event, and from

and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

9. **Maintenance and Repairs.** Except as otherwise provided herein, IMPRA and Sawtooth shall, at their sole cost and expense, keep and maintain the interior and exterior of the Arena (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair during the Event, remove all rubbish and refuse therefrom, keep all landscaping in good condition, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken. In the event any portion of the Arena is damaged by vandalism or similar intentional misconduct during the Event, IMPRA and Sawtooth are not obligated to repair any such damage. IMPRA and Sawtooth shall, at their sole cost and expense, remove all manure from the Arena before the end of the Event or store the manure on site allowing it to decompose but only if allowed by City staff. If City deems it necessary for IMPRA and Sawtooth to make any repairs, City may demand that IMPRA and Sawtooth make them immediately, and if IMPRA or Sawtooth refuse or neglect to commence such repairs and to complete them with reasonable dispatch, City may make or cause such repairs to be made and IMPRA and Sawtooth shall immediately pay City for the costs of such repairs upon receipt of the costs. IMPRA and Sawtooth shall, at their cost and expense, promptly and properly observe, comply with, and execute, but not to the extent of making structural improvements, all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including, but not limited to, state, municipal, county and federal governments and their departments, bureaus, boards and officials), and any other board or organization exercising similar functions, arising from the use or occupancy of, or applicable to the Arena.

10. **Alterations and Improvements.** IMPRA and Sawtooth shall not have the right to make changes, alterations or additions to the Arena without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion.

11. **Damage or Destruction.** If the Arena is partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenable, the City is not required to rebuild the Arena, in which event either the City, IMPRA or Sawtooth may terminate this Agreement by providing written notice of intent to terminate. Upon termination, IMPRA and Sawtooth waive any and all claims for damages based on termination of this Agreement and any loss of use.

12. **Defaults.** In the event IMPRA and Sawtooth shall breach their obligations pursuant to this Agreement, then City shall notify IMPRA and Sawtooth of such breach in writing by certified mail, return receipt requested, or hand delivery, and IMPRA and Sawtooth shall correct any failure to pay consideration within three (3) days of receipt of such notification, and IMPRA and Sawtooth shall cure any other breach within thirty (30) days of the date of such notification. In the event of a default which cannot, with due diligence, be cured within a period of thirty (30) days, IMPRA and Sawtooth shall have such additional time to cure the same as may

be reasonably necessary, providing IMPRA and Sawtooth proceeds promptly and with due diligence to cure such default after receipt of said notice. In the event IMPRA and Sawtooth fail to pay any sums due pursuant to this Agreement, or cure any other breach, after notice as aforesaid, then City shall have the option of electing to either (i) cancel and terminate this Agreement, or (ii) terminate IMPRA's and Sawtooth's right to possession only without terminating the Agreement or (iii) pursue any other remedy available at law or in equity.

13. **Entry by City.** In the event of any entry in, or taking possession of, the Arena, City shall have the right, but not the obligation, to remove from the Arena all personal property of IMPRA and Sawtooth located therein and may store the same in any place selected by City, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from IMPRA and Sawtooth to City under any of the terms hereof, and the balance, if any, shall be paid to IMPRA and Sawtooth.

14. **Liens.** IMPRA and Sawtooth shall keep the Arena and the property on which the Arena is situated free from any liens arising out of any work performed, materials furnished or obligations incurred by IMPRA and Sawtooth.

15. **Assignment and Subletting.** Except as provided herein, IMPRA and Sawtooth shall not assign or sublet this Agreement or any or all of their interest in the Arena without first procuring the written consent of City, which may be made in the City's sole and absolute discretion. IMPRA and Sawtooth are allowed to sublet or allow the use of concession areas within the Arena during the Event without the consent of City; however, IMPRA and Sawtooth shall remain primarily liable for the obligations arising from this Agreement.

16. **Waiver.** The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any election herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, and the same shall be and remain in full force and effect. A particular waiver by either party of any said covenants or agreements to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants or agreements of this Agreement.

17. **Miscellaneous Provisions.**

a. **Final Agreement.** This Agreement represents the final agreement between the parties and merges and supersedes all prior negotiations, whether written or oral, with respect thereto. The parties acknowledge that to execute this Agreement, IMPRA and Sawtooth may need to have a further agreement. When that agreement is created, it will be provided to all parties to this Agreement and then incorporated as an exhibit.

b. **Modification.** This Agreement cannot be modified, changed, discharged, or terminated, except by writing signed by the City, IMPRA and Sawtooth.

c. **Time is of the Essence.** Time and timely performance is of the essence of this Agreement.

d. **Applicable Law.** This Agreement shall be construed and enforced under the laws of the State of Idaho.

e. **Benefit.** This Agreement shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

f. **Attorney's Fees.** In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover their reasonable costs and attorney's fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals.

g. **Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by either party.

h. **Notice.** Unless otherwise specifically provided for herein, notices given pursuant to the terms of this Agreement shall be deemed received on the date sent and shall be sent to the parties at their addresses first above given or such address as may be later specified by the party in writing.

i. **Further Action.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

j. **Authority.** Each signatory has full authority and consent to sign this Agreement. Sawtooth and IMPRA represent and warrant to City that it is a corporation organized, existing and in good standing under the laws of the State of Idaho, and it is authorized, by appropriate corporate resolution, to enter into and execute this Agreement and any and all documents related thereto.

k. **Severability.** The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

CITY:

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

By: _____
Mary Cone, City Clerk

By: _____
Fritz X. Haemmerle, Mayor

Dated: _____

Dated: _____

SAWTOOTH:
SAWTOOTH RANGERS RIDING CLUB,
INC., an Idaho non-profit corporation

By: _____
William Bobbitt, its President

Dated: _____

IMPRA:
INTERMOUNTAIN PROFESSIONAL
RODEO ASSOCIATION, an Idaho
non-profit corporation

By: _____
Reed W. Larsen, Chairman

Dated: _____

AGENDA ITEM SUMMARY

DATE: 6/04/12 **DEPARTMENT:** Administration **DEPT. HEAD SIGNATURE:** Heather Dawson

SUBJECT

Use Agreement with Rocky Mountain Bull Bash Productions for use for their Professional Bull Riding event on August 11, 2012

AUTHORITY: ID Code IAR _____ City Ordinance No. 840

BACKGROUND:

Rocky Mountain Bull Bash Productions has scheduled a one-day event at the Hailey Arena, with the idea that in future years entire weekend events may be potentially staged.

The fees outlined in the attached Agreement are based on the Arena Management guidelines set in place by the Hailey City Council.

The producers are working with local organizations to help produce the event.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

<u>Budget Line Item #</u>	<u>Annual Line Item Amount</u>
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The city council expressed, in their Arena Management Policy, that use of the arena should pay for itself in sufficient amount to also pay for maintenance and depreciation of the arena. A sold-out arena would bring approximately \$4000 to the City of Hailey to pay for arena maintenance.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discuss and adopt the Use agreement.

FOLLOW UP NOTES:

**CITY OF HAILEY
RESOLUTION NO. 2012-47**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A USE AGREEMENT WITH ROCKY
MOUNTAIN BULL BASH PRODUCTIONS, FOR EXCLUSIVE USE OF THE RODEO
ARENA FOR THEIR FIRST ANNUAL SUN VALLEY PROFESSIONAL BULL RIDERS
CLASSIC ON AUGUST 11, 2012.**

WHEREAS, the City of Hailey desires to enter into an agreement with Rocky Mountain Bull Bash Productions under which Rocky Mountain Bull Bash Productions will be allowed Exclusive Use Of The Rodeo Arena For Their First Annual Sun Valley Professional Bull Riders Classic On August 11, 2012.

WHEREAS, the City of Hailey and Rocky Mountain Bull Bash Productions have agreed to the terms and conditions of the Use Agreement, 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 Use Agreement between the City of Hailey and Rocky Mountain Bull Bash Productions and that the Mayor is authorized to execute the attached Agreement,

Passed this 16TH day of JULY, 2012.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

USE AGREEMENT

This Use Agreement ("Agreement") is made this _____ day of _____, 2012, by and between **CITY OF HAILEY**, a municipal corporation ("City") and **Rocky Mountain Bull Bash Production**, an Idaho corporation ("USER").

RECITALS

A. The City is a municipal corporation and political subdivision of the State of Idaho. Fritz X. Haemmerle is the duly elected and acting mayor of the City of Hailey.

B. USER is a duly organized and operating marketing corporation in the State of Idaho. Judd Mortensen is the duly elected and acting president of USER, and is working under the authority of Professional Bull Riders, Touring Pro Division. The president of USER, or his designee, is authorized to execute this Agreement.

C. City owns real property located at 791 Main Street So., Hailey Idaho, a portion of which is an outdoor multi-use arena, as depicted on attached **Exhibit "A"** ("Arena").

D. Under the Equine Activities Immunity Act (*Idaho Code §§ 6-1801 et seq.*), the City and USER are entitled to certain immunity for activities within the Arena. The parties acknowledge that the City will not provide equipment or tack during the Events, as defined hereinafter, and is not responsible to determine whether a bull riding participant is able to safely engage in activities or safely manage animals during the Events or whether the animals are able to behave safely with the participants during the Events.

E. Subject to the terms and conditions set forth herein, City is willing and agrees to allow USER to use the Arena and USER is willing and agrees to use the Arena.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in this Agreement below as though set forth in full, the parties agree as follows:

1. **Agreement Term.** USER shall have the exclusive right to use the Arena on August 11, 2012 ("Event"). USER shall also have the right to inspect and use the Arena before the Event, including on August 10, 2012 for set up of equipment for the event.

2. **Rent.** USER shall pay to City as minimum rent for the Arena Seven Hundred Fifty and no/100's Dollars (\$750.00) plus Five Percent (5%) per ticket. Receipt of \$250 in rent is hereby acknowledged. The remaining rent shall be paid as follows: Five Hundred Dollars (\$500.00) shall be paid with the execution of this agreement, and five percent (5%) of pre-ticket sales shall be paid prior to 5:00 p.m. on August 10, 2012. The remaining five percent (5%) of

ticket sales shall be paid no later than 5:00 p.m. on August 17, 2012.

3. **Use of Arena.** The Arena may be used and occupied by USER only as a public facility as a livestock sporting event facility, as a concession area and as parking, and for no other purpose or purposes without City's prior written consent. During periods of non-use of the Arena during the Event, USER shall lock and secure all bathrooms, concession areas and security gates within the Arena, to keep members of the general public out of all secured areas. USER shall be responsible for the watering of the internal dirt portion of the Arena during the Event. USER shall not do or permit anything to be done in or about the Arena or bring or keep anything in the Arena that will in any way increase the rate of fire insurance upon the building in which the Arena is situated. USER shall not perform any acts or carry on any practices that may injure the Arena or the building of which the Arena form a part, which are not normally associated with a bull riding event. USER agrees to comply with (and cause its agents, contractors, employee and invitees to comply with) any rules and regulations with reasonable modification hereof which City may from time to time make and deliver to USER in writing, provided the City provides USER with thirty (30) days advance notice of a hearing to consider the proposed rules and regulations and provided any adopted rules and regulations are effective sixty (60) days before the beginning of any Event.

4. **Banner Hanging Fee.** USER has requested that a banner be hung across Hailey's Main Street prior to the event. USER shall pay One Hundred Dollars (\$100.00) for this service upon execution of this agreement.

5. **Security Deposit.** USER shall pay as a security deposit the sum of Five Hundred and No/100 Dollars (\$500.00), receipt of which is hereby acknowledged, to be held by City as a Security Deposit for the faithful performance by USER of all the terms, covenants and conditions of this Agreement to be kept and performed by USER during the term of this Agreement. This deposit does not limit City's rights or USER's obligations. USER understands that all or a portion of the deposit may be retained by City upon termination of the tenancy and that a refund of any portion of the deposit to the USER is conditioned on the following:

- a) USER shall clean and restore the Arena to its condition at the commencement of each Event, less normal wear and tear associated with an equestrian event.
- b) USER shall have remedied or repaired any damage to the Arena to City's satisfaction.
- c) USER shall have complied with all of the provisions of this Agreement and with such other rules and regulations as the City may deem necessary.

If USER defaults with respect to any provision of this Agreement, including but not limited to the provisions relating to the payment of the monetary sums due herewith, City may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any other amount which City may spend by reason of USER's default or to

compensate City for any other loss or damage which City may suffer by reason of USER's default.

6. Utilities.

A. City shall pay for all charges for electricity, water, sewer, trash, and cleaning services, rendered or supplied upon or in connection with the Arena during the Events. In the event the expenses for each annual event exceeds \$500, USER shall pay City the difference between the expenses for each annual event and \$500 within thirty (30) days of the date of billing for the excess charges. In the event the expenses for each annual event are less than \$500, the City is not required to reimburse USER for any difference and shall be entitled to retain the difference.

B. USER shall pay or reimburse the City for all services requested by USER or which are reasonably required by USER, such as street sweeping and police security and traffic control. The charges incurred in accordance with this paragraph 5(B) shall be paid to the City within thirty (30) days of the date of billing for such charges.

7. Insurance. During the Events, USER shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability, property damage and contractual liabilities of USER, written by a responsible insurance company licensed to do business in Idaho, and insuring USER and City (and such other persons, firms, or corporations designated by City) as additional named insureds against liability for claims of damage because of injury to persons and property and for death of any person or persons occurring in or about the Arena. The liability covered by such insurance shall be not less than a combined single limit of One Million Dollars (\$1,000,000). At City's reasonable discretion, USER shall increase the coverage to such amount as City and USER agree is commercially reasonable. The insurance shall be primary insurance such that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage held by City.

No party shall have the right or claim against the City for any losses, damages or injury, including losses, damages or injury to property or persons, including death, and for any business interruption, occurring on the Arena or the adjoining property, (whether caused by the negligence or other fault of the City or the USER or their respective agents, employees, subtenants, licensees or assignees or whether caused by negligence or the conditions of the Arena or any part thereof) by way of subrogation or assignment. The USER hereby waives and relinquishes any such right. The USER shall request USER's insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the City and provide a certificate of insurance verifying this waiver.

All insurance required by this Section shall be in a form and with companies satisfactory to City and shall provide that it shall not be subject to cancellation or change except after at least

thirty (30) days' prior written notice to City. The policy or policies, or duly executed certificates for them, shall be deposited with City each year within fifteen (15) days before each Event.

8. **Exemption from Liability.** City shall not be liable to USER or to any other person whomsoever for any injury or damage to person or property occurring within or about the Arena, unless caused by or resulting from the wilful and intentional acts of the City or any of the City's agents, servants or employees in the operation or maintenance of the Arena. City shall not be liable in damages or otherwise for failure to furnish, or any interruption of service of any water, gas, electricity, telephone, or other utility caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or causes beyond the control of City, or for any loss, damage or theft of property of USER, its agents, servants or employees.

Any prevention, delay, or stoppage, due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control for the party obligated to perform shall excuse performance by such party for a equal to any such prevention, delay or stoppage, except as otherwise provided in this Agreement.

9. **Indemnification and Hold Harmless.** USER agrees to indemnify and hold City harmless from and against any and all claims, including mechanic's and materialman's liens, by or on behalf of any person or person, firm(s) or corporation(s), arising from the conduct or management of the activities conducted by the USER during the Events, or arising out of any act or omission or negligence of USER, its contractors, licensees, agents, servants or employees during the Events, or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Arena or any part thereof, and the walkways adjoining the Arena during the Events, and from and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

10. **Maintenance and Repairs.** Except as otherwise provided herein, USER shall, at its sole cost and expense, keep and maintain the interior and exterior of the Arena (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair during the Events, remove all rubbish and refuse therefrom, keep all landscaping in good condition, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken. In the event any portion of the Arena is damaged by vandalism or similar intentional misconduct during the Events, USER is not obligated to repair any such damage. USER shall, at its sole cost and expense, remove all manure from the Arena before the end of each Event or store the manure on site allowing it to decompose but only if allowed by City staff. If City deems it necessary for USER to make any repairs, City may demand that USER make them immediately, and if USER refuses or neglects to commence such repairs and to complete them with reasonable dispatch, City may make or cause such repairs to be made and USER shall immediately pay City for the costs of such repairs upon receipt of the costs. USER shall, at its cost and expense, promptly and

properly observe, comply with, and execute, but not to the extent of making structural improvements, all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including, but not limited to, state, municipal, county and federal governments and their departments, bureaus, boards and officials), and any other board or organization exercising similar functions, arising from the use or occupancy of, or applicable to the Arena.

11. **Alterations and Improvements.** USER shall not have the right to make changes, alterations or additions to the Arena without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion.

12. **Damage or Destruction.** If the Arena is partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenable, the City is not required to rebuild the Arena, in which event either the City or USER may terminate this Agreement by providing written notice of intent to terminate. Upon termination, USER waives any and all claims for damages based on termination of this Agreement and any loss of use.

13. **Defaults.** In the event USER shall breach USER's obligations pursuant to this Agreement, then City shall notify USER of such breach in writing by certified mail, return receipt requested, or hand delivery, and USER shall correct any failure to pay rent within three (3) days of receipt of such notification, and USER shall cure any other breach within thirty (30) days of the date of such notification. In the event of a default which cannot, with due diligence, be cured within a period of thirty (30) days, USER shall have such additional time to cure the same as may be reasonably necessary, providing proceeds promptly and with due diligence to cure such default after receipt of said notice. In the event USER fails to pay any sums due pursuant to this Agreement, or cure any other breach, after notice as aforesaid, then City shall have the option of electing to either (i) cancel and terminate this Agreement, or (ii) terminate USER's right to possession only without terminating the Agreement or (iii) pursue any other remedy available at law or in equity.

14. **Entry by City.** In the event of any entry in, or taking possession of, the Arena, City shall have the right, but not the obligation, to remove from the Arena all personal property of USER located therein and may store the same in any place selected by City, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from USER to City under any of the terms hereof, and the balance, if any, shall be paid to USER.

15. **Liens.** USER shall keep the Arena and the property on which the Arena is situated free from any liens arising out of any work performed, materials furnished or obligations incurred by USER.

16. **Assignment and Subletting.** Except as provided herein, USER shall not assign or sublet this Agreement or any or all of USER's interest in the Arena without first procuring the written consent of City, which may be made in the City's sole and absolute discretion. USER is allowed to sublet or allow the use of concession areas within the Arena during the Event without the consent of City; however, USER shall remain primarily liable for the obligations arising from this Use Agreement.

17. **Waiver.** The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any election herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, and the same shall be and remain in full force and effect. A particular waiver by either party of any said covenants or agreements to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants or agreements of this Agreement

18. **Annual Review.** Within six (6) weeks following the end of each Event, USER shall submit a written report to the Hailey Mayor and City Council . The report shall provide i) attendance records during the Event, ii) a detailed accounting of all revenue generated during the Event from all sources including ticket sales, advertisements, donations, concessions, etc., iii) a detailed accounting of all expenses incurred during the Event, iv) a description of advertising for the Event, v) a description of any problems with the Event, vi) a description of both written and oral complaints about the operations of the Event; and vii) any suggestions to improve future events at the Arena.

19. **Miscellaneous Provisions.**

a. **Final Agreement.** This Agreement represents the final agreement between the parties and merges and supersedes all prior negotiations, whether written or oral, with respect thereto.

b. **Modification.** This Agreement cannot be modified, changed, discharged, or terminated, except by writing signed by both the City and USER.

c. **Time is of the Essence.** Time and timely performance is of the essence of this Agreement.

d. **Applicable Law.** This Agreement shall be construed and enforced under the laws of the State of Idaho.

e. **Benefit.** This Agreement shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

f. **Attorney's Fees.** In the event of any dispute with regard to the

interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover their reasonable costs and attorney's fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals.

g. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by either party.

h. Notice. Unless otherwise specifically provided for herein, notices given pursuant to the terms of this Agreement shall be deemed received on the date sent and shall be sent to the parties at their addresses first above given or such address as may be later specified by the party in writing.

i. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

j. Authority. Each signatory has full authority and consent to sign this Agreement. USER represents and warrants to City that it is a corporation organized, existing and in good standing under the laws of the State of Idaho, and it is authorized, by appropriate corporate resolution, to enter into and execute this Agreement and any and all documents related thereto.

k. Severability. The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

Dated this _____ day of July, 2012.

CITY:

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

By: _____
Mary Cone, City Clerk

By: _____
Fritz X. Haemmerle, Mayor

USER:

Rocky Mountain Bull Bash Productions and,
Professional Bull Riders, Touring Pro
Division

Judd Mortensen, its President

AGENDA ITEM SUMMARY

DATE: 7/16/12 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Alcohol Beverage License Renewals

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Annual renewal of alcohol beverage licenses, which expire each year on July 31.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

_____ City Attorney	_____ Clerk / Finance Director	_____ Engineer	_____ Building
_____ Library	_____ Planning	_____ Fire Dept.	_____
_____ Safety Committee	_____ P & Z Commission	_____ Police	_____
_____ Streets	_____ Public Works, Parks	_____ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve the following alcohol beverage licenses, which have been approved by HPD.

- DaVinci's Restaurant
- Stinker Store
- LaCosta Restaurant
- Atkinson's Market
- CK's Real Food
- Mule Shoe Taven

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 # _____

RECEIVED
 JUL 10 2012

ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

BY: _____

Atkinson's Market
 Box 2088
 Ketchum ID 83340

Date: 07/02/2012

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 09/01/2012.

Business Name: Atkinson's Market

Acct #: 32

Business Address: 93 Croy St. E

Business Phone: 208-788-2294

Mailing Address: Box 2088 Ketchum ID 83340

Business Fax: 208-788-5731

Business Email:

Owner Name: CHARLES R ATKINSON

Owner Phone: 208-726-5668

Owner Address: BOX 2088 KETCHUM ID 83340

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

(no change in lease from last year)

License Fees:

check all that apply

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input type="checkbox"/>	_____
Beer by the Drink	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Wine	\$200.00	<input checked="" type="checkbox"/>	200-
Grocery Sale of Beer	\$200.00 50-	<input checked="" type="checkbox"/>	50-

Total Amount Due:

250.00

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)

All Applicants must submit a copy of:

1. A copy of your State of Idaho Alcohol License
2. A copy of your Blaine County License
3. Attach Corporation Questionnaire and Personal Affidavit in Support of Alcohol Business License. (c-attached)

Liquor License Applicants must also submit:

1. A detailed statement of the assets and liabilities of the applicant
2. A copy of the articles of incorporation and bylaws of any corporation; the articles of association and bylaws of any association; or the articles of partnership for any partnership.

OFFICIAL USE ONLY

State License No. 1833 County License No. 31 City License No. 32
 Date Approved by Council _____
 Chief of Police Approval _____

CITY OF HAILEY
 115 MAIN STREET SOUTH, SUITE H
 HAILEY, ID 83333
 PH 788-4221 / FAX 788-2924

ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

daVinci's Restaurant
 Box 3623
 Ketchum ID 83340

Date: 07/02/2012

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 09/01/2012.

Business Name: daVinci's Restaurant

Acct #: 118

Business Address: 17 Bullion St. W

Business Phone: 788-7699

Mailing Address: Box 3623 Ketchum ID 83340

Business Fax: 788-7699

Business Email:

Owner Name: Larry Schwartz

Owner Phone: 208-788-1986

Owner Address: Box 3623 Ketchum ID 83340

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

License Fees:

check all that apply

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200-</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200-</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$200.00	<input type="checkbox"/>	_____

Total Amount Due:

400-

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)

All Applicants must submit a copy of:

1. A copy of your State of Idaho Alcohol License
2. A copy of your Blaine County License
3. Attach Corporation Questionnaire and Personal Affidavit in Support of Alcohol Business License. (c-attached)

Liquor License Applicants must also submit:

1. A detailed statement of the assets and liabilities of the applicant
2. A copy of the articles of incorporation and bylaws of any corporation; the articles of association and bylaws of any association; or the articles of partnership for any partnership.

OFFICIAL USE ONLY

State License No. 1850 County License No. 7 City License No. 118
 Date Approved by Council _____
 Chief of Police Approval [Signature]

RECEIVED
JUL - 9 2012
BY: _____

ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

Stinker Store #111
Box 7627
Boise ID 83707

Date: 07/02/2012

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 09/01/2012.

Business Name: Stinker Store #111

Acct #: 16

Business Address: 1011 Main St. N

Business Phone: 788-6724

Mailing Address: Box 7627 Boise ID 83707

Business Email: Corp

Business Fax: ~~788-6740~~ 208-906-8532

Owner Name: Shawn K. Davis - Stinker Store Owner Phone: 208-375-0962

Owner Address: Box 7627 Boise ID 83709

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

License Fees:

check all that apply

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input type="checkbox"/>	_____
Beer by the Drink	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Wine	\$200.00	<input checked="" type="checkbox"/>	_____
Grocery Sale of Beer	\$200.00 <u>500</u>	<input checked="" type="checkbox"/>	_____

Total Amount Due:

400.00

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)

All Applicants must submit a copy of:

1. A copy of your State of Idaho Alcohol License
2. A copy of your Blaine County License FAX when I get it
3. Attach Corporation Questionnaire and Personal Affidavit in Support of Alcohol Business License. (c-attached)

Liquor License Applicants must also submit:

1. A detailed statement of the assets and liabilities of the applicant
2. A copy of the articles of incorporation and bylaws of any corporation; the articles of association and bylaws of any association; or the articles of partnership for any partnership.

OFFICIAL USE ONLY

State License No. 4908 County License No. 61 City License No. _____
 Date Approved by Council _____
 Chief of Police Approval AS

ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

La Costa Mexican Restaurant Inc #2
 502 N Main Street
 Hailey ID 83333

Date: 07/02/2012

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 02/01/2012.

Business Name: La Costa Mexican Restaurant Inc #2
 Business Address: 502 Main Street
 Mailing Address: 502 N Main Street Hailey ID 83333
 Business Email:

Acct #: 1468
 Business Phone: (208) 788-5065
 Business Fax:

Owner Name: Jose Jaime Germa'n
 Owner Address: Hailey ID 83333

Owner Phone:

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

License Fees:

check all that apply

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	200 -
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	200 -
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$200.00	<input type="checkbox"/>	_____

Total Amount Due:

400 -

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)

All Applicants must submit a copy of:

1. A copy of your State of Idaho Alcohol License
2. A copy of your Blaine County License
3. Attach Corporation Questionnaire and Personal Affidavit in Support of Alcohol Business License. (c-attached)

Liquor License Applicants must also submit:

1. A detailed statement of the assets and liabilities of the applicant
2. A copy of the articles of incorporation and bylaws of any corporation; the articles of association and bylaws of any association; or the articles of partnership for any partnership.

OFFICIAL USE ONLY

State License No. 3035 County License No. 43 City License No. _____
 Date Approved by Council _____
 Chief of Police Approval [Signature]

CITY OF HAILEY
 115 MAIN STREET SOUTH, SUITE H
 HAILEY, ID 83333
 PH 788-4221 / FAX 788-2924

ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

Muleshoe Tavern
 P.O. Box 6167
 Ketchum ID 83340

Date: 07/02/2012

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 10/01/2011.

Business Name: Muleshoe Tavern

Acct #: 1481

Business Address: 107 S. Main St.

Business Phone: 208 (720)-1705

Mailing Address: ~~P.O. Box 6167 Ketchum ID 83340~~

Business Email: 107 S. Main St. Hailey ID 83333

Business Fax:

Owner Name: Steve Hogan

Owner Phone: 720-1705

Owner Address: PO Box 6167 Hailey ID 83333

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

License Fees:

check all that apply

Liquor	\$562.50	<input checked="" type="checkbox"/>	<u>562.50</u>
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200.00</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200.00</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$200.00	<input type="checkbox"/>	_____

Total Amount Due:

962.50

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)

All Applicants must submit a copy of:

1. A copy of your State of Idaho Alcohol License
2. A copy of your Blaine County License
3. Attach Corporation Questionnaire and Personal Affidavit in Support of Alcohol Business License. (c-attached)

Liquor License Applicants must also submit:

1. A detailed statement of the assets and liabilities of the applicant
2. A copy of the articles of incorporation and bylaws of any corporation; the articles of association and bylaws of any association; or the articles of partnership for any partnership.

OFFICIAL USE ONLY

State License No. 4290 County License No. 57 City License No. _____
 Date Approved by Council _____
 Chief of Police Approval 

