AGENDA ITEM SUMMARY

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

SUBJECT: Mobile Cycle Repair Inc. dba Power House
Alcohol Beverage License Application

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Approval of transfer of alcohol/beer and wine license from Bandita's to Mobile Cycle Repair. Application has been approved by HPD pending the final certificate from the County and the State.

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

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date  
City Clerk  

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

- 35 -
**ALCOHOL BEVERAGE LICENSE APPLICATION**

**APPLICATION FOR:**
- Liquor: $562.50
- Wine by the Drink: $200.00
- Beer by the Drink: $200.00
- Grocery Sale of Wine: $200.00
- Grocery Sale of Beer: $50.00

**APPLICATION IS:**
- New License: ☐
- Renewal: ☐
- Transfer: ☑

**TOTAL DUE:** 296.25

**Applicant Name:** Bill Olson

**Business Name:** Mobile Cycle Repair Inc. DBA Power House

**Business Physical Address:** 411 N Main St, Hailey, ID 83333

**Business Mailing Address:** 514 N 1st Ave, Hailey

**Business Phone Number:** 208-288-9184

**Property Owner (if different from applicant):** Maria Vivas, Viva Associates

(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).

**Applicant Signature:** Bill Olson

**Date:** 11/19/2009

Subscribed and sworn to before me this 19th day of November, 2009.

**Notary Public OR City Clerk:** Jennifer L. Maddox

Residing at: Hailey, ID

My Commission Expires: 4-21-2014

**Chief of Police:**

**CITY OF HAILEY • 115 MAIN ST. S., SUITE H • HAILEY, IDAHO 83333 • 788-4221**
PERSONAL AFFIDAVIT IN SUPPORT OF
ALCOHOL BUSINESS LICENSE

Full Name: William Douglas Olson

SSN: 540 74 0616  DOB: 1-29-1970

Business Address: 411 N Main St  Business Phone: 208-788-9184

Home Address: 514 N 1st Ave  Home Phone: 208-788-3755

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

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

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

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

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

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

Applicant Signature

Subscribed and sworn to before me this 19th day of November, 2009

Notary Public

Residing at  My Commission Expires

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

15/03/Alcohol Beverage License (6/22/05)
CORPORATION QUESTIONNAIRE

Corporation Name: Mobile Cycle Repair Inc.
Business Name: Power House
Physical Address: 411 N. Main St., Hailey 10 83333

Officers and/or Directors:

Title: President Name: Bill Olson
Address: 514 W. 1st Ave, Hailey

Title: ____________________ Name: ____________________
Address: ____________________

Title: ____________________ Name: ____________________
Address: ____________________

Stockholders

Name: ____________________ Name: ____________________
Address: ____________________ Address: ____________________

Name: ____________________ Name: ____________________
Address: ____________________ Address: ____________________

Name: ____________________ Name: ____________________
Address: ____________________ Address: ____________________


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

Bill Olson ____________________
Signature

Pres. ____________________
Title

Subscribed and sworn to before me this 16th day of November, 2009.

JENNIFER L. MADOX ____________________
Notary Public

Hailey, ID 4-21-2014
Residing at My Commission Expires

CITY OF HAILEY • 115 MAIN ST. S., SUITE H • HAILEY, IDAHO 83333 • 788-4221
I (we), the undersigned, here in named licensee:

doing business as **Bandidas Bar & Grill**, located at **411 N. Main St., Hailey, ID 83333**, Blaine (COUNTY), State of Idaho, transferred on **11/18/09**, my (our) right to the use of said licenses to the following person(s) (new applicant Name(s):

Bill Olson - Mobile Cycle Repair Inc, 411 N Main St., Hailey, ID 83333

*Assignor(s) signatures (all licensees listed on license, all partners, one corporate officer):

**SUSAN WELKER**

* (SIGNATURE)

On this **16** day of **November**, **2009**, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared

* (SIGNATURE)

* (SIGNATURE)

*(Assignor(s) signatures must be notarized and their names must be listed here by the Notary Public.)

known to me to be the persons(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that (s)he/they executed the same.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal this **18th** day of **November**, **2009**.

* Notary Public for Idaho
State of Idaho
Idaho State Police

Premise Number: 5B-43
Incorporated City

Retail Alcohol Beverage License

License Year: 2010
License Number: 3815

This is to certify, that
doing business as:

3 Amigas LLC
Bandidas Bar & Grill

is licensed to sell alcoholic beverages as stated below at:
411 Main, Hailey, Blaine County

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

<table>
<thead>
<tr>
<th>Service</th>
<th>Allowed</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor</td>
<td>Yes</td>
<td>$750.00</td>
</tr>
<tr>
<td>Beer</td>
<td>Yes</td>
<td>$50.00</td>
</tr>
<tr>
<td>On-premise consumption</td>
<td>Yes</td>
<td>$0.00</td>
</tr>
<tr>
<td>Kegs to go</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Restaurant</td>
<td>Yes</td>
<td>$0.00</td>
</tr>
<tr>
<td>Wine by the bottle</td>
<td>Yes</td>
<td>$0.00</td>
</tr>
<tr>
<td>Wine by the glass</td>
<td>Yes</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

TOTAL FEE: $800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

3 AMIGAS LLC
BANDIDAS BAR & GRILL
PO BOX 3043
HAILEY, ID 83333

Mailing Address

License Valid: 08/01/2009 - 07/31/2010
Expires: 07/31/2010

Director of Idaho State Police

ABC FORM NO: ABC 03
AGENDA ITEM SUMMARY

DATE: 11/23/09  DEPARTMENT: Police/Admin  DEPT. HEAD SIGNATURE: HD / J. Gunter

SUBJECT: Motion to accept Grant award of $2,500 from the Donald W and Gretchen K Fraser Fund in the Idaho Community Foundation, and to approve the City entering into the grant agreement and authorizing the mayor to sign the grant agreement.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Police Department was awarded a $2,500 grant for equipment to be used in park security efforts. The grant comes from the Donald W. and Gretchen K. Fraser Fund in the Idaho Community Foundation.

Hailey budgeted $6,000 of LOT funds for the purchase of park security equipment. This timely award reduces the Local Option Tax component to only $3500.

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:

Move to accept Grant award of $2,500 from the Donald W and Gretchen K Fraser Fund in the Idaho Community Foundation, and to approve the City entering into the grant agreement and authorizing the mayor to sign the grant agreement.

FOLLOW-UP REMARKS:
November 17, 2009

Mr. Jeff M. Gunter
Chief of Police
Hailey Police Department
115 S Main Street, Suite C
Hailey, ID 83333-8408

Dear Mr. Gunter:

It is a pleasure to inform you that a grant in the amount of $2,500, has been approved by Idaho Community Foundation's Board of Directors. The grant, which is provided through the Donald W. and Gretchen K. Fraser Fund, is to be used to buy surveillance cameras for the skateboard park, as outlined in your 2009 Southwestern Region Competitive grant proposal.

To receive this grant, please read the Grant Agreement included in this email, complete the required information under the "Grant Acceptance" section, and submit to our office via email or fax. The grant agreement outlines the conditions of the grant acceptance, such as public announcements recognizing the Donald W. and Gretchen K. Fraser Fund in the Idaho Community Foundation as the grantor, and submitting an End of Grant Report by August 15, 2010.

On behalf of the Foundation's Board of Directors, members, and the Southwestern Region Grants Panel and staff, we would like to thank you for enabling the Idaho Community Foundation to be a part of the work you do, to enrich the quality of life throughout Idaho.

Sincerely,

Holly Motes
Controller

GRANT AGREEMENT

All grants are made in accordance with current and applicable laws pursuant to the Internal Revenue code, as amended, and the regulations issued as part of this document. The grant to your organization from the Idaho Community Foundation (ICF) is for the explicit purpose(s) described below and is subject to your acceptance of the following grant conditions:

I. ANNOUNCING GRANTS -

Any announcement of the grant award made by the grantee, i.e., public announcements, news releases, publications or information concerning the grant or the program it funds will name the "Donald W. and Gretchen K. Fraser Fund in the Idaho Community Foundation" as a source of funding for the program. Please send a copy of any such announcement to ICF.

II. EXPENDING FUNDS -
This grant is to be used only for the purpose described in the grant proposal and in accordance with its budget as outlined in your 2009 Southwestern Region Competitive grant proposal (except where otherwise modified by ICF). All funds should be fully expended within the specified grant period. The program is subject to modification only with ICF’s prior written approval.

A. PAYMENT SCHEDULE -
One payment of the full grant amount, contingent on:
-Signed agreement - a returned email with the requested information will be accepted as an electronic signature.

B. EXPENSING FUNDS -
-Expenses may be incurred only as necessary to carry out the purpose and activities of the approved program.
-Expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date.
-Funds should be fully expended by August 15, 2010 (approximately 9 months from grant award date).

C. UNEXPENDED FUNDS -
The grantee shall contact ICF for instructions on how to return to ICF any unexpended funds:
-At the end of the grant period, or
-If ICF determines that the grantee has not performed in accordance with this agreement and approved program budget, or -If the grantee loses its exemption from Federal income taxes under section 501(c)3 of the Internal Revenue Code (if applicable).

D. FUND RESTRICTIONS -
No funds provided by ICF may be used for any political campaign, or to support attempts to influence legislation by any governmental body, other than through making available the results of nonpartisan analysis, study and research.

E. RECORD KEEPING -
The grantee organization is responsible for the expenditure of funds and for maintaining adequate support records.

F. PROPERTY RIGHTS -
Equipment or property purchased with grant funds shall be the property of the grantee organization, so long as it is not diverted from the purposes for which the grant was made. If the purposes of the organization or the use of grant funds is changed, the equipment or property reverts to ICF, at its option.

G. COPYRIGHTS -
Reports, materials, books, and articles resulting from this grant may be copyrighted by the organization receiving the grant or by the author, in accordance with the policies of the grantee organization toward the goal of obtaining the widest dissemination of such reports, material, books, or articles. ICF reserves the royalty-free license to use such publications. For projects involving the possibility of patents, the grantee should request further information from ICF.

III. GRANT REPORTING

A. REPORT DEADLINE -
End of Grant Report must be submitted by or before August 15, 2010. If you have not fully implemented your project by the report due date, you must still submit a progress report by this date. Failure to submit your End of Grant Report by this deadline may preclude you from consideration for future funding.

B. REQUEST EXTENSION -
If there are circumstances that affect the completion of your project or the timely submission of the End of Grant Report, you should email the Foundation as soon as possible to discuss possible adjustments. Email is preferred: grants@idcomfdn.org <mailto:grants@idcomfdn.org>.

C. REPORT INSTRUCTIONS -
End of Grant Report forms and instructions are available on ICF’s website at www.idcomfdn.org <http://www.idcomfdn.org> under Grants and Distributions.
D. REPORT REQUIREMENTS -
In your End of Grant Report you may be asked to include the following:
- The actual outcome of the project (were the objectives achieved).
- The grant's impact on the population served by the project.
- Unexpected barriers (such as insufficient funds or personnel changes) and how they were overcome or the impact they made on your project.
- Implementation highlights.
- A fiscal report listing grant expenditures.
- For general operating expense grants you may be asked to describe your mission, program or board/management changes, recent successes, current fund raising plans, and other relevant information.
- Any leverages resulting from the grant (matching dollars, in-kind contributions, etc.).
- Pictures of your project are welcome (please label them for identification) and can be submitted electronically with your End of Grant Report.

IV. LIMIT OF COMMITMENT -

Unless otherwise stipulated in writing, this grant is made with the understanding that ICF has no obligation to provide other or additional support to the grantee.

GRANT ACCEPTANCE

Please return the following text and necessary information to Elly Davis via email, edavis@idcomfdn.org, or fax (208) 342-3577. We will not process this grant payment until we receive your acceptance of the terms of this agreement.

On behalf of Hailey Police Department, the terms of this agreement are accepted by:

Name:
Title:
Address:
Phone Number:
Email:
Grant ID: 21420
Grant Amount: $2,500
Project Title: to buy surveillance cameras for the skateboard park
Fund: Donald W. and Gretchen K. Fraser Fund

By accepting, I attest that I am authorized to bind the grantee organization by contract and that this organization agrees to the terms of this agreement. I further attest that this organization is currently an established 501(c)3 organization, a governmental agency or other federally recognized not-for-profit.

Please retain a copy of this agreement for your records.
STAFF REPORT

TO: Hailey City Council
FROM: HELP Committee (Mariel Platt and Becky Stokes)
DATE: November 17, 2009
RE: DOE Energy Efficiency & Conservation Block Grant (Stimulus) proposal

A regional approach has been recommended for the American Recovery and Reinvestment Act of 2009 (ARRA) competitive subgrants, which are administered by the Idaho Office of Energy Resources (OER) in partnership with the Associations of Idaho Cities and Counties. The applicants are counties and cities ineligible for the direct grants offered by the DOE, which were limited to the ten most populous counties and cities within each state. "The purpose of the EECBG Program is to assist eligible entities in creating and implementing strategies to: Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities; reduce total energy use of the eligible entities; and improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors."

To that end, the ERC has been assisting representatives from Blaine County and the Cities of Sun Valley, Ketchum, Hailey and Bellevue in a collaborative approach for these subgrants. At this point, the status of Carey, Fairfield and Stanley are uncertain. The OER (in conjunction with AIC and Idaho Association of Counties) strongly encourage stacked proposals, exhibiting regional cooperation. The limit established for the individual applicants is $100,000 each, which equates to a maximum of $500,000 for the proposed regional project.

At this point, the group is looking for approval to proceed from each governing entity. The funds will be committed to the individual entity as follows:

<table>
<thead>
<tr>
<th>Proposed Fund use</th>
<th>Total proposed</th>
<th>Hailey’s share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy Audits and Strategic Plan</td>
<td>$10-15,000</td>
<td>$2-3,000</td>
</tr>
<tr>
<td>Community Rebate Program</td>
<td>200,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Public Building retrofits</td>
<td>+/-200,000</td>
<td>50,000</td>
</tr>
<tr>
<td>County-wide LED traffic signals</td>
<td>32-65,000</td>
<td>5-13,000</td>
</tr>
<tr>
<td>Grant Admin and Outreach</td>
<td>15-20,000</td>
<td>3-4,000</td>
</tr>
<tr>
<td></td>
<td>$457,000-500,000</td>
<td>$100,000-110,000</td>
</tr>
</tbody>
</table>

The Energy Efficiency & Conservation Strategy (EECS), combined with energy audits of facilities, is an integral aspect of this grant. With all communities involved in a regional effort we can take advantage of economies of scale as well as the "whole greater than sum of parts" potential of this grant. The audits will help us determine which projects provide the greatest carbon reduction benefit for the lowest financial cost.

The Rebate Program will be specific to each entity and each entity will develop its own criteria for review. It will help assist businesses and/or residences with audits and energy efficiency retrofits. The basic program will encourage applicants to 1) pay for an energy audit and 2) retrofit their building based on the audit's recommendations for energy savings. The rebates will be limited; for example, $1,000 maximum to the first 40 qualifying. It has been discussed that the commercial qualification criteria could be limited to or include commercial building permit applicants, to incent them to increase insulation, weatherize the building, retrofit lighting, improve HVAC systems, etc. at the same time they are required to install tenant and ADA improvements. These upgrades or retrofits would reduce energy costs, thereby providing an ongoing financial benefit to building occupant(s).
We have been communicating with ITD re: traffic light retrofits to LED. Typically ITD pays for changing the bulbs, but the community pays the power bills. With a conversion to LED, IDT bears the cost while Hailey, for example, reaps the benefit of lower Idaho Power bills. However, the life of LED bulbs is 7 times longer than incandescent so IDT benefits from reduced maintenance labor. IDT is interested in working with our area if we pay a portion of the cost of the lights. This is an example of leveraged funds as well as intergovernmental collaboration, both of which are strongly recommended in the grant’s request for proposal.

The Public Building retrofit would get us closer to the City adopted goal of 15% reduction of our emissions by 2015; reduce ongoing operating costs; and provide an example to the community of our ongoing efforts and commitment to reducing our energy costs, saving taxpayer money and reducing our carbon footprint. Depending on the recommendations established by the audit, Hailey would focus its funds on energy efficiency projects that would offer the greatest payback.

The Administrative details have not yet been finalized, but every entity would be partially responsible for their aspects with one entity taking the lead. If it is amenable to the individual entities, the Blaine County Board of Commissioners have agreed to staffing the lead role (roughly 4 hours/week, provided a memorandum of understanding is signed by each individual entity and the county to ensure that the responsibilities of each party are understood. The amount budgeted will cover administrative costs for both the individual entities as well as lead entity.

Each individual entity would be responsible for creating an invoice and sending it to the lead entity for reimbursement for all grant related activities. The following is an example of the administrative process required for the rebate program:

1. verify that the rebate application is complete
2. verify that the audit and retrofit meet Hailey’s criteria as well as the grants criteria (i.e., Davis Bacon, Buy America, SHPO, is a NEPA categorically excluded retrofit)
3. Issue rebate for audit and retrofit
4. Send application and rebate amount to lead entity for tracking and to request rebate reimbursement.

The lead entity will be responsible for grant reporting, and handling and tracking invoices and reimbursements for all individual entities. The following is an example of the administrative process required by the lead entity for the rebate program:

1. The lead entity handles all entities’ rebate requests and any other grant fund reimbursements. Paperwork is sent to OER.
2. 21 days later the requested funds will be electronically deposited in the lead entities EECBG account by OER. The lead will disperse funds to individual entities for reimbursement.

As previously stated, we are looking for Council approval to continue in this grant application and approval to allow one entity to provide grant oversight and reporting. Although, the majority of the grant has been agreed upon by the different entities representatives, there are some still some details, such as outreach, that have yet to be finalized and will continue to be worked out during the grant writing effort. We feel this regional approach exhibits increased economies of scale, cooperation and valley-wide commitment.
AGENDA ITEM SUMMARY

DATE: 11/19/2009  DEPARTMENT: Public Works, Planning, Administration, HELP, Mt. Rides  DH SIGNATURE:

SUBJECT:
U.S. Department of Energy, Energy Efficiency & Conservation Block Grant
General Innovation Fund
Grant Application for Valley Car Share & Clean Cities Program:

_____________________________________________________________________________________________________

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

_____________________________________________________________________________________________________

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The attached abstract describes the proposed project under this DOE grant program. The estimated project cost (and
grant request) amount is $2 million. With no match required and the ability to build in significant staffing dollars, this grant
offers the opportunity to gain needed staff as well as achieve many of the goals and efficiencies stated in our Strategic
Plan.

At this time, the grant team is seeking approval to proceed by the city council and Mayor Rick Davis.

_____________________________________________________________________________________________________

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle #_________
Budget Line Item #___________ YTD Line Item Balance $___________
Estimated Hours Spent to Date: __________________________ Est. Completion Date: __________
Staff Contact: ______________________ Phone # ____________

_____________________________________________________________________________________________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

_____________________________________________________________________________________________________

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Approve request to proceed with application preparation.

_____________________________________________________________________________________________________

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 # ______________________

- 47 -
Valley Car Share & Clean Cities Program

This project has three components.

**Component 1:** With our project partner, Mountain Rides, implement a car share program. The program would have both a public agency component and a public-at-large component. (See [www.citycarshare.org](http://www.citycarshare.org) for a great example of a car share program.) The goal of the program is to encourage an overall reduction of cars on the road (reducing emissions) and encourage the use of public transportation in connection with the car share program. The fleet would consist of 16 fuel-efficient vehicles phased in over a three-year period. Four of the vehicles would be designated for public agency use.

**Component 2:** Hire a Clean Cities Coordinator to form a Clean Cities Coalition and achieve DOE designation as such. This DOE sponsored program aims to advance the economic, environmental, and energy security of the U.S. by reducing the use of petroleum in the transportation sector. The Clean Cities portfolio of technologies includes Alternative Fuel Vehicles and Alternative Fuel Infrastructure, Idle Reduction Technologies and Practices, Fuel Blends, Hybrid Electric Vehicles, and Fuel Efficiency Technologies and Practices. The program involves developing a strategic program plan, and then implementing that plan. Grant funding is available to designated Clean Cities Coalitions for implementation projects.

The Clean Cities Coordinator would be compensated by grant funding for three years. After that, car share program revenue would be used to fund the position.

**Component 3:** Improve efficiency of the city fleet by replacing two police cars with fuel-efficient police cars, adding two Segways (motorized scooters; offsets vehicle use), replacing two park maintenance vehicles with electric vehicles, and any additional improvements identified as the grant application evolves.

**Project Budget:**

Estimated project cost of $2 million. Applications may be written for $1 to 5 million. $63.68 million is available for this program, and DOE expects to make between 15 and 60 awards. No match is required. However, leveraging of DOE dollars is one of the evaluation criteria.

**Timeline:**

Approval to Proceed from City Council........November 23
Final Draft Complete................................December 7
Submit Application..........................December 11
Final Council Ratification ..................December 14

**Grant Team:** Mariel Platt, Tom Hellen, Becky Stokes, Heather Dawson, Tracy Anderson, Elizabeth Jeffrey, Jason Miller

**Grant Application Production Cost:** Estimate 140 hours of staff time; bare labor estimate of $4,200. (Estimate does not include Jason Miller’s or Elizabeth Jeffrey’s time.)
AGENDA ITEM SUMMARY

DATE: 11/23/09    DEPARTMENT: Public Works    DEPT. HEAD SIGNATURE:

SUBJECT:

This is a request of approval for a Hailey Christmas Trees Special Event, to be held at the lot adjacent to Bank of America on Main St N. This will have occasional vendors from the Farmer’s Market. 10% of proceeds are going to Idaho Bounty.

This event requests waiver of the following Special Event ordinance restriction:
6. The set-up and removal of the facilities needed for the Special Event and the operation of the Special Event shall not exceed four (4) consecutive days.

AUTHORITY: ☐ ID Code    ☐ IAR    ☐ City Ordinance/Code Chapter 12.14
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

City Attorney    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:

Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
Zoning of event: The run will be passing through Business, General Residential, and Limited Residential 1 & 2. Other than B or LB
This special event is within the zoning districts listed above; no provisions exist within the zoning code to address special events within this zoning district; however the Special Event standards address and mitigate neighborhood impacts.

FOLLOW-UP REMARKS:
DECISION

Based on the Application for a Special Event Permit for the Hailey Christmas Trees, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.

Other Condition

a. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
b. Zoning of event: The run will be passing through Business, General Residential, and Limited Residential 1 & 2. Other than B or LB
c. This special event is within the zoning districts listed above; no provisions exist within the zoning code to address special events within this zoning district; however the Special Event standards address and mitigate neighborhood impacts.

DATED this 23rd day of November, 2009.

CITY OF HAILEY

By: _________________________________

Rick Davis, its Mayor

ATTEST:

______________________________
Mary Cone, its City Clerk

AGREEMENT

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

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Hailey Christmas Trees that will occur on November 26, 2009 – December 20, 2009 from 12:00 p.m. to 8:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys’ fees, costs, expenses and damages of any nature caused by or arising out of or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney’s fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 23rd day of November, 2009.

APPLICANT:

By: ______________________________

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

CITY OF HAILEY:

By: ______________________________

Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

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

15/03/SPECIAL EVENT PERMIT (08/02/05)
SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Hailey Christmas Trees #6433

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

- Public Property
- Private Property

Farmers Market lot adjacent to Bank of America (South Side) on Main St.

III. EVENT SCHEDULE

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

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nov 20 to Dec 20 Every Day Mon-Sun</td>
<td>Start Time: 12:00pm End Time: 8:00pm</td>
<td>One Hour Interval: 5-6 All Day: 50</td>
</tr>
<tr>
<td>Date of Set-Up</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nov 26</td>
<td>Start Time: 12:00pm End Time: 2:00pm</td>
<td></td>
</tr>
<tr>
<td>Date of Tear Down</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dec 21</td>
<td>Start Time: 9:00am End Time: 11:00am</td>
<td></td>
</tr>
</tbody>
</table>

IV. FEES

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

TOTAL DUE: $625

V. ORGANIZATION INFORMATION

Applicant’s Name: Eric Christian Huus Title: Owner

Mailing Address: PO Box 1971 Sun Valley Zip Code: 83353

Street Address: 631 Washington Ave #202 City: Ketchum State: ID

Day Telephone: 720-8710 Evening Telephone: 720-8258

FAX Number: E-Mail Address: OBVHuus@yahoo.com

7/15/2009
VI. EVENT INFORMATION

New Event: Yes ☒ No   Annual Event: Yes ☒ No   Years Operating 3

Event Category: ☐ Commercial   ☒ Noncommercial

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

Description of Event:
We will be selling Christmas trees with 10% of the proceeds going to Idaho Bounty. In addition, we will have a drop-off for the Hunger Coalition and Toys for Tots. On select weekends, we will have special events in conjunction with Idaho Bounty.

Additional Details:
On a few weekends, we hope to include some of the vendors that participate in the Farmers Market and we hope to bring in Santa Clause on one Saturday.

VII. INSURANCE REQUIREMENTS

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

Insurance Company: Wood River INS   Agent Name: Rebecca

Address: 410 N. Main St Hailey Phone: 788-1100

HOLD HARMLESS CLAUSE

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

(Attach any additional pages as needed)
SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Street Closures &amp; Access / Parade</td>
<td></td>
<td></td>
<td>Alcohol Served (Free of Charge) (name of provider)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.</td>
<td></td>
<td></td>
<td>Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)</td>
</tr>
<tr>
<td></td>
<td>✔</td>
<td>Street Closures &amp; Access / Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods</td>
<td>✔</td>
<td></td>
<td>Food/Beverages will be served (List Caterers): Free Coffee &amp; Hot Chocolate</td>
</tr>
<tr>
<td></td>
<td>✔</td>
<td>Canopies/Tents/Membranes/Temporary Structures (Number &amp; Size(s)) City of Hailey Fire Department, Fire Code Enforcement</td>
<td></td>
<td></td>
<td>Vendors items sold/ solicitation</td>
</tr>
<tr>
<td></td>
<td>✔</td>
<td>Medical Services (Circle) First Aid and/or EMS Services</td>
<td></td>
<td></td>
<td>3 possible on Saturdays &amp; Sundays</td>
</tr>
<tr>
<td></td>
<td>✔</td>
<td>Security (detail who, number of officers, times. Attach plan) See attached plan</td>
<td></td>
<td></td>
<td>Booths: Profit / Non-Profit</td>
</tr>
<tr>
<td></td>
<td>✔</td>
<td>Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)</td>
<td>✔</td>
<td></td>
<td>Lighting plan: attach plan</td>
</tr>
<tr>
<td></td>
<td>✔</td>
<td>Electricity / Generators (Size __________) Attach detailed electrical plan.</td>
<td>✔</td>
<td></td>
<td>Activities / Entertainment (Agenda) Other equipment or entertainment</td>
</tr>
<tr>
<td></td>
<td>✔</td>
<td>Water Drinking / Washing (circle)</td>
<td>✔</td>
<td></td>
<td>Signs or Banners: sign permit may be required by the City Planning and Zoning Department</td>
</tr>
<tr>
<td>✔</td>
<td></td>
<td>Gray Water Barrel / Grease Barrel (circle /detail # and locations)</td>
<td>✔</td>
<td></td>
<td>Stages (Number and Size(s) __________)</td>
</tr>
<tr>
<td>✔</td>
<td></td>
<td>Sanitation - Trash bins, Dumpsters, Recycle (circle /detail # and locations)</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✔</td>
<td></td>
<td>Porta Toilets / Wash Stations (Quantity ADA Regular)</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event. In the event the deposit exceeds the actual charges, the City Clerk shall refund the balance to the applicant.

Event Organizer’s Signature: [Signature] Date: 11/17/09

7/15/2009

- 56 -
Signs or Banners

We have one sign that has been used in the past and has been approved in previous years. It will be displayed on the East side of the lot facing Main St. We will apply for a permit for that sign.

Parking and Traffic control

We will be open each day from 12:00pm to 8:00pm. There is abundant parking on Main St. and in the adjacent lot (I have received permission to use for parking and loading of trees from the owner) in addition there is room in the alley way for loading and some parking. We will not load any trees on Main St. for safety reasons. On weekends I anticipate we will have the most traffic and we should have sufficient parking in the adjacent lot and we will encourage use of the public lot on River Street.

Security Control

Two people will be on-site during business hours and we will secure the area each night. We plan on keeping some of the Christmas lights on all night to discourage vandals or theft. Although I feel being on Main St. and in such a central location theft is not a concern.

Lighting Plan

We have Christmas lights that we plan to put on the bordering fence, storage unit and the large tree in the middle of the lot. We also plan to utilize two lights to illuminate the cashier area and loading area. Each night we will turn off any lights that may disturb neighbors and keep the tree illuminated with energy efficient LED lights.

Activities:

On December 5th and Dec 12th we are trying to encourage vendors who are affiliated with Idaho Bounty to set up booths and sell their goods. We also are trying to bring in Santa Claus on December 12th for pictures.

Food and Beverage:

We will be offering free coffee and hot chocolate each day.

Canopies and Tents:

One awning will be used to cover the cashier area. We may employ the use of an electric heater, we will check with the Fire Dept. to make sure this is permissible.

- Awning will not enclose or be over the chosen heat.
- Propane Fuel source 10' away from Trees or Tent
- Free Standing Heaters 3' feet or more from walls of Tent
- Pit 5' away from Trees or -57- w/cover over.
General Liability

We have a $1 Million Liability insurance policy through Wood River Insurance. See faxed policy coverage declaration.

Sale of merchandise:

The following items will be sold throughout the event:

Christmas Trees
Wreaths

If we do get some vendors who would like to sell their goods I would anticipate the following:
Baked Goods: Bread, Pies, Christmas Cookies
Meats: Frozen Organic Turkeys and Frozen Beef Tenderloin
Crafts: Christmas Ornaments, jewelry
Other: Jams and jellies and fudge

Charities:

I have called many of the local charities to see if they would like to participate in our event. We will be donating 10% of our profits to Idaho Bounty and we would like to be the central location for dropping off donated food for the Hunger Coalition and toys for children who are in need.

We request the city grant us a modification to the special events permit to cover the following dates Nov 26th to Dec 20th.