

AGENDA ITEM SUMMARY

DATE: 7/25/2011

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: HD

SUBJECT

Motion to ratify application for donation from the Wattis Dumke Foundation for \$5,500 toward design of the Interpretive Center Exhibit at the Hailey Rodeo Park

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

Hailey was invited to apply for this donation by Ed Dumke.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____

The Interpretive Center gallery design and construction was not included in the \$3.5 Rodeo Park Bond, although it was included in the Rodeo Park Plan.

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:

Motion to ratify application for donation from the Wattis Dumke Foundation for \$5,500 toward design of the Interpretive Center Exhibit at the Hailey Rodeo Park

FOLLOW UP NOTES:

Wattis Dumke Foundation
Grant Application and Agreement

Revised 5/21/2008

This "Application and Agreement" is made between The Wattis Dumke Foundation and
the City of Hailey

(Organization Name, herein called the "Applicant"). In consideration of the grant that may be made by the Wattis Dumke Foundation to the Applicant, and the Applicant's promises herein contained, the following understandings shall be binding. The Applicant does hereby submit the following information and makes the following representations:

1. The address, telephone number and principal officers of the Applicant are:

Street Address: 115 South Main Street

Mailing Address: 115 South Main Street, Suite H

City, State Zip: Hailey, Idaho 83333

Telephone: (208) 788-4221

Name of President: Rick Davis, Mayor

Name of Primary Contact: Heather Dawson

Position of Primary Contact: City Administrator

E-mail Address of Primary Contact: heather.dawson@haileycityhall.org

2. Dollar amount requested from the Wattis Dumke Foundation: \$ 5,500.00

3. Use of Granted Funds. In the event the Wattis Dumke Foundation approves a grant to the Applicant, the latter agrees to use said granted funds strictly for the proposed use of funds as set forth below, submitted by the Applicant to the Wattis Dumke Foundation. If the funds are not used as specified in this agreement within one year of being received by the Applicant, or are otherwise diverted from the intended use, the applicant agrees to notify the Wattis Dumke Foundation immediately. The Applicant will promptly repay to the Wattis Dumke Foundation any portion of the amount granted which is not used by the Applicant for the purposes specified in the grant Application and Agreement or, in the discretion of the Wattis Dumke Foundation, will hold such portion for repayment or distribution at the direction of the Wattis Dumke Foundation. The Applicant agrees to provide any and all requested post grant information regarding the disposition of funds in a timely manner.

3.1 Effectiveness. In the event that the Wattis Dumke Foundation approves a grant to the Applicant, the parties agree that this Application and Agreement shall be in full force and effect pertaining to the granted funds. This Application and Agreement is being made to constitute a legally binding and enforceable agreement on the part of the Applicant to use any funds donated to it by the Wattis Dumke Foundation strictly in accordance with the proposed use as set forth below and to perform other promises contained herein.

3.2 Grant Conditioned on Express Approval By Directors of the Wattis Dumke Foundation. The execution of this Application and Agreement shall not be deemed to constitute a promise, commitment or duty on the part of the Wattis Dumke Foundation to make a grant to the Applicant. The Application and Agreement is being executed as a proposed Application and Agreement, solely for the purposes of becoming effective in the event the Wattis Dumke Foundation does in fact approve a grant to the Applicant. The evidence of such approval shall be formal action by the Directors of the Wattis Dumke Foundation, and notice of such action by the Directors of the Wattis Dumke Foundation being transmitted in writing to the Applicant.

4. You must provide a concise synopsis of the proposed use of funds in this space:

The City of Hailey completed construction of a multipurpose Arena on June 30, 2011, and held the first Arena event, the Sawtooth Rangers Days of the Old West Rodeo, over the July 4th weekend. The Wattis Dumke Foundation had contributed to that construction project in 2010 with a generous donation.

The Arena is part of a site plan which includes an addition to our challenging, world-famous skatepark to accommodate younger and less experienced skaters, an indoor ice arena to be constructed by the non-profit Hailey Ice, Inc, and a visitors center which houses an Interpretive Center Gallery to tell the story of the site, its history, and the history of the community which built and continues to value a rodeo site in its downtown core. In 1903, the land was deeded to the City of Hailey and was used for a park (called Wertheimer Park), race track, and ball field over the next decades. In 1947, the Sawtooth Rangers Riding Club built an arena for their annual rodeo, which has continued uninterrupted since 1949. The old arena held historical significance for the community, and preservation of its memory, significance, and the stories associated with it is an important part of the overall project.

Hailey began conducting research on its rodeo stories legacy with \$10,000, half of which was granted from the Idaho State Historical Society. Through this research, the site history has been compiled with numerous artifacts, photographs, film clips, and oral histories. Hailey continues to seek donations of historical articles (see attached form).

Design of the Hailey Rodeo Park Interpretive Exhibits was launched in July 2011, when the Hailey City Council authorized a contract for \$32,000 with The Portico Group, an exhibit design firm. A \$4000 grant has been received for this work from the Idaho Humanities Council. Hailey continues to seek donations and other funding sources for this project, which, following design, will show fabrication estimates ranging from \$150,000 to \$400,000.

Hailey hopes to showcase its history and draw locals and visitors to the site and to the Wood River Valley. We gratefully request the Wattis Dumke Foundation's 2011 contribution of \$5,500, to be used toward the \$32,000 exhibit design project. Attached as well is an invitation to stakeholders' inviting your early ideas leading toward the development and direction of the project. Please feel welcome to attend.

In witness whereof the Applicant has signed this instrument on:

Dated: Jul 20, 2011

Applicant: City of Hailey

(Name of Applicant Organization)

By:

Heather Dawson

(Signature of Applicant Representative)

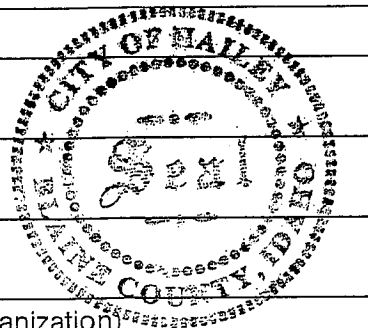
Heather Dawson, Hailey City Administrator

(Name and Position of Applicant Representative)

Attest:

[Signature]

(Signature of Corporate Secretary of Applicant Organization)



Note: This application must be signed, scanned, and submitted to your contact at the Wattis Dumke Foundation via email as a .pdf document.

AGENDA ITEM SUMMARY

DATE: 7/25/2011

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Annexation Review Agreement (Colorado Gulch)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

At the last meeting we discussed the need for an agreement whereby Hailey would be reimbursed for its time during any discussions of a proposed Colorado Gulch annexation.

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 Annexation Review Agreement and authorize the Mayor to sign.

FOLLOW-UP REMARKS:

ANNEXATION REVIEW AGREEMENT

THIS ANNEXATION REVIEW AGREEMENT ("Agreement") is made and entered into this ____ day of July, 2011, by and between Stevens Family Ranch LLC ("Owner"), and the City of Hailey, a political subdivision of the state of Idaho ("Hailey").

RECITALS

A. The Owner is owner of certain real property consisting of 21.81 acres west of Airport West Subdivision and south of Della View Subdivision located in Blaine County, State of Idaho ("Real Property"). The Owner is interested in pursuing a request to annex the Real Property.

B. Pursuant to Chapter 14.01 of the Hailey Municipal Code, the Owner and Hailey must enter into an agreement in which the Owner will pay for city staff time on an hourly basis, to review and comment on any application for annexation, to assist in the preparation of and/or prepare any fiscal impact or related study required for an annexation, and to assist in the preparation of and/or prepare any necessary documents, agreements, ordinances, surveys, reports and findings ("Staff Services").

C. In order for Hailey to properly consider whether to annex the Real Property, and the terms and conditions thereof, Hailey may deem it advisable and Owner agrees, for Hailey to retain independent professional consultants, services and studies to assist and advise Hailey in long-range planning of land uses, infrastructure, services, finances, as well as the impacts, costs and mitigation of the proposed annexation and Project ("Consulting Services").

D. The Owner is willing to fund such Consulting Services and Staff Services with the understanding that by accepting such financial assistance, Hailey is not contracting with or representing to the Owner that Hailey will ultimately decide to annex the Real Property.

E. Hartland Development Company, LLC ("Hartland") is an Idaho limited liability company and is the _____ of the Owner. Jeff Pfaeffle is a member of Hartland and has authority to execute this Agreement on behalf of Owner.

F. Subject to the terms and conditions of this Agreement, the parties desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Owner and Hailey hereby agree as follows:

1. Annexation Review Costs and Fees.

A. Hailey may participate in the development of an annexation application for the Real Property, review the application for annexation of the Real Property and may employ third party consultants to assist in the review of the Owner's request for annexation of the Real Property. The Owner shall pay for reasonably incurred Staff Services on an hourly basis in accordance with the following rates:

Planning Department	\$ 50/hour
Public Works/Streets Department	50/hour
Fire Department	50/hour
Building Department	50/hour
Finance Department	50/hour
City Engineer	60/hour
City Attorney	150/hour
Support Staff	30/hour

The Owner shall pay for Consulting Services in accordance with the payment schedule agreed upon by the City and any third party consultant.

B. Upon the execution of this Agreement, the Owner shall deposit Twenty Thousand and no/100 Dollars (\$20,000.00) into a separate Hailey interest bearing account (the "Account"). The Account shall be the source of the funds to pay and/or reimburse Hailey for Staff Services and Consulting Services and reimburse the City the costs as set forth in this Agreement. If the funds in the Account are ever less than Ten Thousand and no/100 Dollars (\$10,000.00), upon fifteen days written notice by Hailey to Owner, the Owner shall pay Hailey such additional funds to maintain the Account at Twenty Thousand and no/100 Dollars (\$20,000.00) which shall be placed into the Account and used by Hailey as set forth in this Agreement.

C. If after Hailey's final decision whether to annex the Property or approve the Project, if there is money left in the Account, the principal amount plus any accrued interest shall be returned to the Owner, and if the costs of the services exceed the amount in the account, the Owner shall pay such additional sum to Hailey within fifteen (15) days of Hailey's written request to the Owner.

D. The Consulting Services and Staff Services include, without limitation, the following:

(i) engineering with regard to water and sewer systems and traffic, impacts and improvements by the city engineer and other engineering consultants;

(ii) legal services by the city attorney and other legal consultants which shall include, without limitation, the drafting of all ordinances, amendments to existing ordinances, agreements, as well as attending meetings, research and other services and time spent with regard to the requested annexation and the Project;

(iii) long range planning, fiscal and needs analyses of city services, infrastructure and departments and analysis of demands, impacts, costs and mitigation thereof, including the fiscal impact conducted pursuant to Section 14.01.090(B) of the Hailey Municipal Code;

(iv) review by all applicable Hailey staff personnel with regard to the impacts of the Project on city services; and

(v) review of the community housing proposal by all applicable Hailey staff personnel and Blaine County Housing Authority.

E. Hailey shall provide the Owner copies of all invoices for the costs of all Consulting Services and invoices for Staff Services with a general itemization of the service performed and the time spent on the service paid from the account.

F. A scope of work for the Consulting Services shall be provided to Owner before submission to any third party consultant. Owner only has the right to comment on the scope of work. Once a third party consultant has been selected, Hailey shall provide to the Owner an estimate of costs for the third party consultant.

2. Direct Out-of-Pocket Costs. All costs of publication, copying, travel expenses, lodging and other direct out-of-pocket costs reasonably incurred by Hailey with regard to the requested annexation shall be paid for by Hailey from the Account.

3. Costs of Specific Applications. The amount paid by the Owner to Hailey under this Agreement shall be in addition to any sums required by the ordinances of Hailey to file, review and process any specific land use application, including without limitation, preliminary subdivision applications or permits for the Project or any portion thereof.

4. Miscellaneous Provisions.

A. 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 his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

B. Notices. Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective 48 hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other:

Hailey:

City of Hailey
115 Main Street South
Hailey, ID 83333

with a copy to:

Ned C. Williamson
Williamson Law Office, PLLC
115 Second Avenue South
Hailey, ID 83333

Owner:

Stevens Family Ranch, LLC
4644 Lincoln Blvd, Ste 552
Marina Del Rey, CA 90292

with a copy to:

Hartland Development Company, LLC
PO Box 420
Ketchum, ID 83340

C. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

E. Number and Gender. The term "Owner" is herein without regard to the number or gender of the persons constituting such party. Whenever any gender or neuter term is used herein, such term shall be construed to include the masculine, feminine and neuter and shall include any party whether male, female or partnership or other entity as may be appropriate. Whenever a singular term is used herein it shall include the plural, and whenever a plural term is used herein it shall include the singular.

F. Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

G. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

H. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

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

J. Recitals Incorporated. The recitals set forth in this Agreement are hereby incorporated herein by reference.

K. Facsimile. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

L. Authority. Each signatory agrees that he or she has full authority and consent to sign this Agreement.

M. Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Hailey or its discretion in review of subsequent applications regarding development of the Real Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Hailey's Zoning Ordinance, Hailey's Subdivision Ordinance, and Planned Unit Development requirements for the Real Property.

IN WITNESS WHEREOF, the Owner and Hailey have executed this Annexation Review Agreement on the day and year first written above.

CITY OF HAILEY

By _____
Richard L. Davis, Mayor

ATTEST:

By _____
Mary Cone, City Clerk

OWNER

By _____
Jeff Pfaeffle, Member, Hartland Development
Company, LLC

AGENDA ITEM SUMMARY

DATE: 7/25/2011. DEPARTMENT: Admin DEPT. HEAD SIGNATURE: HD

SUBJECT

Motion to approve agreement with ARCH Community Housing Trust to defer payment of Development Impact Fees until the time a Certificate of Occupancy is issued on the River Street Place Project.

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

ARCH has requested a Development Impact Fee Deferral Agreement. Part of their cash-flow management involves a \$50,000 payment related to the Sweetwater settlement, so the deferral is tied to cash management needs.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____

- 2011 – Building Permit Fees – General Operating Fund
 - 2011 – Water & Wastewater Connection Fees – W&WW Replacement Funds
 - 2012 – Certificate of Occupancy issued and Development Impact Fees to be received – Capital Fund
-

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:

Motion to approve agreement with ARCH Community Housing Trust to defer payment of Development Impact Fees until the time a Certificate of Occupancy is issued on the River Street Place Project.

FOLLOW UP NOTES:

Development Impact Fee Agreement

This Development Impact Fee Agreement ("Agreement") is made this ___ day of September, 2010, by and between City of Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("City") and Hailey Ice, Inc., an Idaho non-profit corporation ("Hailey Ice").

RECITALS

A. Hailey Ice has entered into a lease for twenty (20) years to use the western portion of the real property located at the Hailey Rodeo Grounds, as depicted on attached Exhibit "A" (the "Property").

B. As allowed by the lease, Hailey Ice intends on constructing an indoor ice rink.

C. The City has reviewed and approved a design review application by Hailey Ice for the indoor ice rink ("Project") on the Property.

D. Hailey Ice wishes to submit a building permit application and acquire a building permit for the Project.

E. Section 15.16.070 of the Hailey Municipal Code requires any development impact fee be paid at the time of the issuance of a building permit, except at such other time as may be agreed upon by a developer and the City.

F. Hailey Ice has sufficient funds to fund architectural fees needed to submit a building permit application for the Project, pay necessary building permit fees, perform necessary site work for the Project and construct the footings and foundation for the Project but not pay for the development impact fees which are estimated to be \$47,136.05. Hailey Ice intends on funding the remainder of the construction of the Project and payment of the development impact fees after receipt of a donation required for the remainder of the Project on or before December, 2010.

G. Under the circumstances, the parties agree that the payment of development impact fees may be deferred until the issuance of a certificate of occupancy of any portion of the Project.

AGREEMENT

Now, therefore, in consideration of the mutual agreement hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. Deferral of the Payment of a Development Impact Fee. The parties agree that the payment of the development impact fees required for the Project may be deferred until the issuance of a certificate of occupancy under the International Building Code for any portion of the Project. Upon compliance with the International Building Code and conditions of design review approval and payment of the appropriate development impact fee, the City will issue a certificate of occupancy.

2. Miscellaneous Provisions.

a. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties, and their successors and assigns.

b. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

c. 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 its reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

d. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

e. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

f. 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.

g. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

h. Authority. Each signatory agrees that he or she has full authority and consent to sign 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.

City of Hailey

Development Impact Fee Administrator

Hailey Ice, Inc.

Ron Fairfax, its president

AGENDA ITEM SUMMARY

DATE: 7/25/11 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:**

SUBJECT:

Alcohol Beverage License Renewals

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

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: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the following alcohol beverage license renewal, which has been approved by HPD.

- Davinci's in Hailey LLC
- Atkinson's Market
- Lemcow dba/Cowboy Cucina
- LaCosta Mexican Restaurant
- Shorty's Diner
- Uptown Mini Mart
- Valley Car Wash
- Hailey Chevron
- Ck's Real Food

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 # _____

AGENDA ITEM SUMMARY

DATE: 7/25/11 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

New Alcohol Beverage License for Chapalita's

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This new Restaurant has taken over the space previously held by 4 Peaks Restaurant. Chapalita's is in the process of transferring the Beer/Wine Alcohol Beverage License from 4 Peaks. However, the final documentation needs to be signed by the 4 Peaks owner who is currently out of the state. The temporary state alcohol license which the state issued expires on July 21, 2011. If the state receives the necessary paperwork and can issue the permanent state license to Chapalita's by early Monday morning (and we receive the state license), Chief Gunter will review and determine whether or not he can approve the application.

If we do not have the necessary state license, I ask that the council consider making a motion to approve paperwork conditional on receiving the form and approval from Chief Gunter.

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 _____ Engineer _____ Building
____ Library _____ Planning _____ Fire Dept. _____
 City Administrator _____ P & Z Commission Police _____
____ Streets _____ Public Works, Parks _____ Mayor _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the following alcohol beverage license, contingent on receiving the permanent state license and subsequent approval by Chief Gunter, HPD.

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 # _____

Cust# 1470



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50

Wine by the Drink \$200.00 80.00

Beer by the Drink \$200.00 80.00

Grocery Sale of Wine \$200.00

Grocery Sale of Beer \$50.00 \$

APPLICATION IS:

New License

Renewal

Transfer

TOTAL DUE: 160.00

Applicant Name: Enrique Gutierrez () 208-703-9472

Business Name: Chapultas Grill

Business Physical Address: 200 S Main St Hailey Id 83333

Business Mailing Address: 200 S Main St Hailey ID 83333

Business Phone Number: 208-788-4141

Property Owner (if different from applicant): _____

(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).

ENRIQUE GUTIERREZ 6-10-11
 Applicant Signature Date

Subscribed and sworn to before me this 10th day of JUNE, 2011

[Signature]
 Notary Public OR City Clerk
 Residing in BLAINE, ID
 My Commission Expires MARCH 26, 2013
 PUBLIC
 STATE OF IDAHO

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

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

AGENDA ITEM SUMMARY

DATE: 07/25/11 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for the Ride Idaho Inc. camp special event. Event is scheduled to take place as a camp at Nelson Field, 9am 08/10/11 – 8am 08/12/11.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department Heads approved with the following contingencies:

- A meeting with the Public Works Director and the City Administrator to discuss the fees for use of the facilities and lot of the Rodeo Arena is required prior to your event.

FOLLOW-UP REMARKS:

*

DECISION

Based on the Applications for Special Event Permits for Ride Idaho Inc. Camp, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of \$1,000,000, with the City of Hailey as an additional named insured.

Other Conditions

- a. A meeting with the Public Works Director and the City Administrator to discuss the fees for use of the facilities and lot of the Rodeo Arena is required prior to your event.

DATED this 25th day of July, 2011.

CITY OF HAILEY

By: _____
Rick Davis, its Mayor

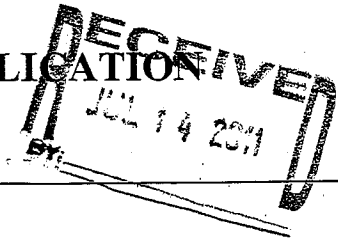
ATTEST:

Mary Cone, its City Clerk

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



SPECIAL EVENT PERMIT APPLICATION



I. EVENT NAME: Ride Idaho, Inc.

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

Hailey Elementary School, 520 S. 1st Ave.

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.**

Date(s) of Event	Hours	Estimated # of Attendees
<u>Aug 10 2011</u>	Start Time: <u>9:00</u> End Time:	One Hour Interval: All Day: <u>350 +</u>
<u>Aug 12 2011</u>	Start Time: End Time: <u>8:00 am</u>	One Hour Interval: All Day: <u>350 +</u>
Date of Set-Up		
<u>Aug 10</u>	Start Time: <u>9:00 am</u> End Time:	
Date of Tear Down		
<u>Aug 12</u>	Start Time: End Time: <u>8:00 a.m.</u>	

IV. FEES

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>125.00</u>
Per Day Park Rental Fee	\$200	<input type="checkbox"/>	_____
Security Deposit	\$500	<input type="checkbox"/>	_____
Tax (on park rental fees only)	6%	<input type="checkbox"/>	_____
TOTAL DUE			_____
Additional Deposit Required		<input type="checkbox"/>	_____

V. ORGANIZATION INFORMATION

Applicant's Name: Earl Grief, Ride Idaho Inc. Title: Director

Mailing Address: 396 E. Linden St. Boise, Idaho Zip Code: 83706

Street Address: Same City: Boise State: Idaho

Day Telephone: 208-890-4434 Evening Telephone: Same

FAX Number: 208-429-6341 E-Mail Address: rideidaho@rideidaho.org

AGENDA ITEM SUMMARY

DATE: 07/25/11 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for Hailey Street Party Special Event on Carbonate W from Main to the alley before 1st street as a street closure. This event is to be held on August 11, 2011 from 6pm – 10pm.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

- The representative believes there may be 300 people attending all evening.
- There will be amplified live music.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department Heads approved with the following conditions:

- Organizer must give a 14 day notice in writing to the surrounding businesses and residents of their upcoming event.
- Organizer must set up barricades according to the attached map and maintain an emergency services twenty foot (20') right of way.
- Organizer must provide their own type 1 MUTC compliant barricades or may borrow from the Street Department, if available. (If borrowing please contact the street department at least 1 week prior to reserve. Barricades must be picked up and returned M-Th, 8am-5pm.)
- Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- This special event is within the Business (B) zoning district and Arts & Entertainment is a permitted use.

FOLLOW-UP REMARKS:

DECISION

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

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of \$1,000,000, with the City of Hailey as an additional named insured.

Other Condition

- a. Organizer must give a 14 day notice in writing to the surrounding businesses and residents of their upcoming event.
- b. Organizer must set up barricades according to the attached map and maintain an emergency services twenty foot (20') right of way.
- c. Organizer must provide their own type 1 MUTC compliant barricades or may borrow from the Street Department, if available. (If borrowing please contact the street department at least 1 week prior to reserve. Barricades must be picked up and returned M-Th, 8am-5pm.)
- d. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- e. This special event is within the Business (B) zoning district and Arts & Entertainment is a permitted use.

DATED this 25th day of July, 2011

CITY OF HAILEY

By: _____
Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

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



RECEIVED
JUL 08 2011

RECEIVED
JUL 08 2011

SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Hailey Street Party

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

Main to Carbonate

III. EVENT SCHEDULE

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

Date(s) of Event	Hours	Estimated # of Attendees
8/11/11	Start Time: 6:00pm End Time: 10:00pm	One Hour Interval: 300 All Day:
	Start Time: End Time:	One Hour Interval: All Day:
Date of Set-Up		
8/11/11	Start Time: 4:00pm End Time: 6:00pm	
Date of Tear Down		
8/11/11	Start Time: 10:00pm End Time: 11:00pm	

IV. FEES

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>125.00</u>
Per Day Park Rental Fee	\$200	<input type="checkbox"/>	<u> </u>
Security Deposit	\$500	<input checked="" type="checkbox"/>	<u>on file</u>
Tax (on park rental fees only)	6%	<input type="checkbox"/>	<u> </u>
TOTAL DUE			<u><u>125.00</u></u>
Additional Deposit Required		<input type="checkbox"/>	<u> </u>

V. ORGANIZATION INFORMATION

Applicant's Name: Hailey Chamber Title: _____

Mailing Address: P.O. Box 100 Zip Code: 83333

Street Address: 706 S. Main City: Hailey State: ID

Day Telephone: (208) 788-3484 Evening Telephone: (208) 309-5149

FAX Number: (208) 578-1595 E-Mail Address: anna@haileyidaho.com
heather@haileyidaho.com

AGENDA ITEM SUMMARY

DATE: 07/25/11 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for the Kiwanis Car Show special event. Event is scheduled to take place August 06, 2011.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	__XEngineer	__X Building
___ Library	__XPlanning	__XFire Dept.	_____
___ Safety Committee	__XP & Z Commission	__XPolice	_____
___ Streets	__XPublic Works, Parks	___ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department Heads approved with the following contingencies:

- All vehicle access to the park will be restricted to the Northeast corner of the park (it is recommended that plywood or like material be placed on the ground where vehicles will be entering the park).
- Applicant will be responsible for repair of any turf and/or sprinkler damage.
- Any power requirements will need to be approved, maximum of 200 amps available.
- Access to the RV dump is to remain open at all times.
- Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.

FOLLOW-UP REMARKS:

*

DECISION

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

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of \$1,000,000, with the City of Hailey as an additional named insured.

Other Condition

- a. All vehicle access to the park will be restricted to the Northeast corner of the park (it is recommended that plywood or like material be placed on the ground where vehicles will be entering the park).
- b. Applicant will be responsible for repair of any turf and/or sprinkler damage.
- c. Any power requirements will need to be approved, maximum of 200 amps available.
- d. Access to the RV dump is to remain open at all times.
- e. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.

DATED this 25th day of July, 2011

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



SPECIAL EVENT PERMIT APPLICATION

RECEIVED
JUN 29 2011

I. EVENT NAME: KIWANIS CAR SHOW

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

ROBEATH McKERHER PARK

III. EVENT SCHEDULE

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

Date(s) of Event	Hours	Estimated # of Attendees
<u>Aug 6, 2011</u>	Start Time: <u>8:00 AM</u> End Time: <u>5:00 PM</u>	One Hour Interval: <u>400</u> All Day: <u>3,000</u>
	Start Time: End Time:	One Hour Interval: All Day:
Date of Set-Up		
	Start Time: <u>8:00 AM</u> End Time: <u>5:00 PM</u>	
Date of Tear Down		
	Start Time: End Time:	

IV. FEES

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>125.00</u>
Per Day Park Rental Fee	\$200	<input checked="" type="checkbox"/>	<u>200.00</u>
Security Deposit	\$500	<input type="checkbox"/>	<u> </u>
Tax (on park rental fees only)	6%	<input type="checkbox"/>	<u>12.00</u>
TOTAL DUE			<u><u>337.00</u></u>
Additional Deposit Required		<input type="checkbox"/>	<u>337</u>

V. ORGANIZATION INFORMATION

Applicant's Name: KIWANIS CLUB Title: LOWELL THOMAS MEMBER

Mailing Address: P.O. Box 901, HAILEY, ID Zip Code: 83333

Street Address: _____ City: _____ State: _____

Day Telephone: 720-7091 Evening Telephone: SAME

FAX Number: _____ E-Mail Address: _____

AGENDA ITEM SUMMARY

DATE: 07/25/11 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for 15th Annual Trailing of the Sheep Festival Special Event at Roberta Mc Kercher Park on October 08, 2011, the hours will be 7:00am - 5:00pm.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department heads have approved this special event with the following recommendations:

- All vehicle access to the park will be restricted to the Northeast corner of the park (it is recommended that plywood or like material be placed on the ground where vehicles will be entering the park).
- Applicant will be responsible for repair of any turf and/or sprinkler damage.
- Any power requirements will need to be approved, maximum of 200 amps available.
- Access to the RV dump is to remain open at all times.
- Restrooms will need to be provided with a minimum of one being handicapped accessible.
- Dumpsters or trash receptacles will need to be provided.
- Declaration of Insurance will need to be submitted.
- Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.

FOLLOW-UP REMARKS:
*

DECISION

Based on the Application for a Special Event Permit for the 2011 Trailing of the Sheep Festival, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of \$1,000,000, with the City of Hailey as an additional named insured.

Other Conditions

- a. All vehicle access to the park will be restricted to the Northeast corner of the park (it is recommended that plywood or like material be placed on the ground where vehicles will be entering the park).
- b. Applicant will be responsible for repair of any turf and/or sprinkler damage.
- c. Any power requirements will need to be approved, maximum of 200 amps available.
- d. Access to the RV dump is to remain open at all times.
- e. Restrooms will need to be provided with a minimum of one being handicapped accessible.
- f. Dumpsters or trash receptacles will need to be provided.
- g. Declaration of Insurance will need to be submitted.
- h. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.

DATED this 25th day of July, 2011.

CITY OF HAILEY

By: _____
Rick Davis, its Mayor

ATTEST:

Mary Cone, City Clerk

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



SPECIAL EVENT PERMIT APPLICATION

RECEIVED
JUL 07 2011
Pd. 24

I. EVENT NAME: 15TH ANNUAL TRAILING OF THE SHEEP FESTIVAL

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

ROBERTA MCKERCHER PARK

III. EVENT SCHEDULE

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

Date(s) of Event	Hours	Estimated # of Attendees
<u>OCT. 8, 2011</u>	Start Time: <u>7 AM</u> End Time: <u>5 PM</u>	One Hour Interval: <u>300</u> All Day: <u>3,000</u>
	Start Time: End Time:	One Hour Interval: All Day:
Date of Set-Up		
<u>OCT 7, 2011</u>	Start Time: <u>4 PM</u> End Time: <u>6 PM</u>	
Date of Tear Down		
<u>OCT. 8, 2011</u>	Start Time: <u>5 PM</u> End Time: <u>7 PM</u>	

IV. FEES

Special Event Permit Application Fee \$125 125 -

Per Day Park Rental Fee \$200 NA

Security Deposit \$500 NA

Tax (on park rental fees only) 6% -

TOTAL DUE 125 -

Additional Deposit Required _____

Per Ordinance Resolution Exempt NON-profit

V. ORGANIZATION INFORMATION

Applicant's Name: MARY AUSTIN CROFTS Title: EXECUTIVE DIRECTOR

Mailing Address: P.O. Box 3692, HAILEY, ID Zip Code: 83333

Street Address: 441 DELLA VISTA DR. City: HAILEY State: ID

Day Telephone: 208-720-0585 Evening Telephone: 208-720-0585

FAX Number: NA E-Mail Address: mary@trailingofthesheep.org

AGENDA ITEM SUMMARY

DATE: 7/25/2011

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Summary of Hailey Ordinance No. 1085 (Water and Wastewater Ordinance amendment)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a summary of Hailey Ordinance No. 1085 which amended Title 13 of the Hailey Municipal Code. This amendment is set for the third reading.

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 summary of Hailey Ordinance No. 1085.

FOLLOW-UP REMARKS:

SUMMARY OF HAILEY ORDINANCE NO. 1085

The following is a summary of the principal provisions of Ordinance No. 1085 of the City of Hailey, Idaho, duly passed and adopted July 25, 2011, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 13 OF THE HAILEY MUNICIPAL CODE BY AMENDING SECTION 13.02.010(B) OF THE HAILEY MUNICIPAL CODE TO CLARIFY THE DEFINITION OF MUNICIPAL WATER SYSTEM; BY AMENDING SECTIONS 13.04.130(A) AND (B) OF THE HAILEY MUNICIPAL CODE TO INCLUDE EXPANSION OF THE MUNICIPAL WATER AND WASTEWATER SYSTEMS TO BE FUNDED BY THE WATER AND WASTEWATER USER BASE FEES; BY PROVIDING FOR A REPEALER CLAUSE; BY PROVIDING FOR A SEVERABILITY CLAUSE; AND BY PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1085 amends Title 13 of the Hailey Municipal Code, as follows:

Section 1 amends Section 13.02.010(B) of the Hailey Municipal Code to amend the definition of Municipal Water System to include all components and facilities which deliver ground and surface water and which are used for irrigation uses.

Section 2 amends Section 13.04.130(A)(1) of the Hailey Municipal Code to provide that the water user base fee is intended to cover the costs of operation, maintenance and expansion of the Municipal Water System and that the water monthly user base fee is calculated by dividing the yearly operation, maintenance and expansion costs of the Municipal Water System by the number of Water Users.

Section 3 amends Section 13.04.130(B)(1) of the Hailey Municipal Code to provide that the wastewater user base fee is intended to cover the costs of operation, maintenance and expansion of the Municipal Wastewater System and that the wastewater monthly user base fee is calculated by dividing the yearly operation, maintenance and expansion costs of the Municipal Wastewater System by the number of Wastewater Users.

Section 4 provides for a repealer clause.

Section 5 provides for a severability clause.

Section 6 provides for an effective date of the ordinance.

The full text of Ordinance No. 1085 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1085 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1085, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this 25th day of July, 2011.

Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express, _____, 2011

AGENDA ITEM SUMMARY

DATE: 7/25/2011

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Summary of Hailey Ordinance No. 1086 (Pretreatment Ordinance amendment)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a summary of Hailey Ordinance No. 1086 which corrects Chapter 13.05 of the Hailey Municipal Code.

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 summary of Hailey Ordinance No. 1086.

FOLLOW-UP REMARKS:

SUMMARY OF HAILEY ORDINANCE NO. 1086

The following is a summary of the principal provisions of Ordinance No. 1086 of the City of Hailey, Idaho, duly passed and adopted July 25, 2011, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING SECTIONS 13.05.010, 13.05.030, 13.05.040, 13.05.060 AND 13.05.070 OF THE HAILEY MUNICIPAL CODE TO CORRECT REFERENCES TO POTW DIRECTOR, WASTEWATER DIVISION, WASTEWATER DIVISION HEAD, AND PETITION FOR REVIEW AND TO DELETE SUPERFLUOUS LANGUAGE; BY PROVIDING FOR A SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND BY PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

Hailey Ordinance No. 1086 amends Hailey Municipal Code, as follows:

Section 1 amends Section 13.05.010 of the Hailey Municipal Code, to add the POTW Director, and to replace wastewater department with wastewater division.

Section 2 amends Section 13.05.030 of the Hailey Municipal Code, to replace wastewater department head with wastewater division head.

Section 3 amends Section 13.05.040 of the Hailey Municipal Code, to replace wastewater department head with POTW director, and to replace wastewater department with wastewater division head.

Section 4 amends Section 13.05.060 of the Hailey Municipal Code, to replace wastewater department head with wastewater division head, and to replace complaint with petition for review.

Section 5 amends Section 13.05.070 of the Hailey Municipal Code, to replace wastewater department head with wastewater division head, and to delete superfluous language about criminal prosecution and remedies.

Section 6 provides for a severability clause.

Section 7 provides for a repealer clause.

Section 8 provides for an effective date of the ordinance.

The full text of Ordinance No. 1086 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1086 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1086, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this _____ day of July, 2011.

Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express _____, 2011

