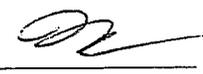


**AGENDA ITEM SUMMARY**

DATE: 8/19/13 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to ratify final grant application and site check list for Community Choices for Idaho grant through Idaho Transportation Department, for \$142,000 in funding towards the Cobblestone Sidewalk Project between Wood River Middle School and State Highway 75

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

This project is a priority within the Capital Improvement Plan with funds budgeted for construction in 2013/2014. The Community Choices for Idaho grants came out in June for submission this year. The attached application has been sent to the Shoshone ITD office for their review as it impacts Highway 75. There are three additional grant applications to be submitted by September 3, 2013.

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library             | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney      | <input type="checkbox"/> Mayor               | <input type="checkbox"/> Streets            |
| <input type="checkbox"/> City Clerk         | <input type="checkbox"/> Planning            | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> Building           | <input type="checkbox"/> Police              | _____                                       |
| <input type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | _____                                       |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission    | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**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./Agrmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

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

Community Choices for Idaho

Final Application

Application deadline: Tuesday, September 3, 2013 at 5:00 p.m., Mountain Standard Time

Final applications must be submitted to ITD electronically via I-TRIPS. This form cannot be uploaded into I-TRIPS; the answer to each question must be keyed in separately. However, the required attachments can be uploaded into I-TRIPS. I-TRIPS training will be conducted via webinar on \_\_\_\_\_.

One of the required attachments is a Site Checklist. A copy of the checklist is included with this application. It includes environmental screening, budget, and schedule forms. All applicants must complete the Site Checklist and the included forms (to the extent applicable), even if a site visit is not conducted for the project.

For those projects on or adjacent to the state highway system, a draft of this application must be submitted to the applicable ITD District Office for review by August 14, 2013.<sup>1</sup> District contact information can be found at <http://itd.idaho.gov/highways/>. Submittals to the District Office may be via email, fax, or regular mail.

Please contact the Grants Administration Team at [gateam@itd.idaho.gov](mailto:gateam@itd.idaho.gov) or 1-800-527-7985 if you have any questions.

APPLICANT INFORMATION

Applicant: City of Hailey

Address: 115 Main St S.

City: Hailey State: ID Zip: 83333

Contact person: Thomas Hellen Title: Public Works Director/City Engineer

Phone: 208-788-9830 Ext 14 Email: tom.hellen@haileycityhall.org

Co-Applicant/Sponsor (if different from Applicant): Blaine County School District

Address: 118 W. Bullion St.

City: Hailey State: ID Zip: 83333

Contact person: Mike Chatterton Title: Business Manager

Phone: 208-578-5000 Email: mchatterton@blaineschool.org

<sup>1</sup> In the event that the site visit for the project is not complete prior to the deadline, please submit as much information as you have available.

## PROJECT INFORMATION

1. Project name: Cobblestone/Middle School Sidewalk Connector
2. Project location (include street or trail name, city, county, and beginning/end points as applicable): Highway 75 at MP 117. Along Cobblestone Lane to the Blaine County School District Middle School
3. Owner of project site or right-of-way: City of Hailey
4. Brief description of project: Approximately 700 ft. of sidewalk to be installed between Hwy 75 and the middle school, revisions to the bulb-out and installation of an RRFB pedestrian signal for crossing Hwy 75.

## CONSISTENCY WITH EVALUATION CRITERIA

*Projects will be ranked based on project need, benefits, and feasibility. These criteria are described in detail in the Program Guide. If desired, applicants may attach a brief narrative describing the project's consistency with the evaluation criteria in addition to answering the questions that follow.*

1. Briefly describe the need(s) that the project would address: Cobblestone Lane connects Mountain Rides bus stops on Hwy 75 to the middle school. A large number of students use Mountain Rides as their transportation to school. For many students this involves crossing Hwy 75 to the bus stop on the west side of the highway. The RRFB would add to the safety of pedestrians crossing the highway. Students and other pedestrians walking on Cobblestone Lane do not have a safe route due to the lack of sidewalks in this area.
2. Briefly describe how the need and the proposed solution were identified: Observations were made by both the middle school administration and the Hailey Police Department of the dangerous situation, especially at the end of the school day, of pedestrian and vehicular congestion on Cobblestone Lane.
3. Briefly describe the public participation process associated with the project, if any: Safety measures were put in place by the Wood River Middle School and Hailey Police Department for patrolling student pedestrians, requiring them to walk off the road. Meetings held between city and school district staff and officials to identify a permanent solution through adequate infrastructure.
4. Briefly describe how the project would enhance mobility, improve safety, or increase economic opportunity (supporting data can be provided if available, such as estimated reduction in crashes, number of jobs created, etc.): The project would enhance mobility by providing an ADA compliant connection from Hwy 75 (Main St.) to the middle school that doesn't exist currently. Safety for all pedestrians, especially students would be improved both by the provision of a sidewalk as well as an enhancement for crossing Hwy 75 by the installation of an RRFB pedestrian signal.
5. If the project purpose is to enhance mobility, identify the population group(s) that would benefit from the project, and the destinations that would be served. A sidewalk connection here would also connect existing sidewalks by the middle school which connect to other areas within the City of Hailey improving access for mobility limited citizens to the business district, specifically both an Albertson's store, restaurants and a movie theater.
6. Would the project result in guidelines, procedures, research, or data that could be used in other areas of the state? (if yes, please explain) Partnerships between the school district and Mountain Rides Transportation Authority to safely transport students to areas outside school bus routes.
7. Is there stakeholder support for the project (stakeholders include adjacent property owners, populations affected by the project)? The Blaine County School District fully supports this project.
8. Briefly describe the project's consistency with the program's financial sustainability goal (i.e., if the project will require future federal funding, does the applicant have a plan for reducing the amount of federal funds that

the project/activity will require over time?): We do not anticipate that this project will require future federal funding.

#### PROJECT COSTS

Total project cost: \$157,000

Total amount of Community Choices (federal) funding requested: \$142,000

*Note: The requested federal funds cannot exceed more than 92.66% of total project cost.*

Local match amount (minimum 7.34% of total project cost): \$15,000

Source of match: City of Hailey and Blaine County School District

*Note: You may use non-cash items such as volunteered service or in-kind contributions toward the local match, but you must document the monetary value as an eligible cost for the project and include it in the project budget.*

#### ATTACHMENTS

Applications must be accompanied by the following, as applicable:

- Vicinity Map
- Right of Way Certificate (for construction projects)
- Match commitment letter(s)
- Letter(s) of support
- Site Checklist



## Local Public Agency's Certificate Of Completion Of Right-Of-Way Activities



Local Public Agency City of Hailey	Project No. N/A
Project Name Cobblestone/Middle School Sidewalk Connector	Key No. N/A

### PART A

The proposed construction project did not require the acquisition of additional real property rights.

- Check here if Part A pertains, then skip to Part C below and complete date and signature area of form.  
*(If Part A is not applicable, please complete Parts B and C below.)*

### PART B

The proposed construction project required the acquisition of additional real property rights. There were \_\_\_\_\_ ownerships involved and \_\_\_\_\_ relocations of persons as a result of said acquisitions.

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed \$2,500.00.

### PART C

- Check here if there is no utility involvement on this project.
- Check here if arrangements have been made to coordinate the relocation of any/all utility facilities.

Date	Agency City of Hailey
Attest (Clerk or Secretary)	Chairman's, President's or Mayor's Signature

Site Checklist

PART 1: QUESTIONS

1. Applicant: City of Hailey, Co-applicant Blaine County School District
2. Project Name: Cobblestone Lane/Middle School Sidewalk Connector
3. Project Manager: Thomas Hellen
4. Contact Information for Project Manager: 208-788-9830 Ext 14, [tom.hellen@haileycityhall.org](mailto:tom.hellen@haileycityhall.org)
5. Has the Applicant previously completed a federal aid project? The City of Hailey has completed three Safe Routes to School projects, a TIGER II grant, and numerous non-transportation federal grants
6. Does the Applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements? Yes

a. See Part 3 for a summary of the key requirements. This list is not exhaustive.

7. Facility information (for bicycle/pedestrian projects, as applicable):

\*Attach cross-sectional sketch of proposed facility (may be hand-drawn).

Bicycle facilities (if applicable):

Shared use pathway       Sharrow       Striped bicycle lane

Widened shoulder       other \_\_\_\_\_

Width of pathway, bicycle lane, shoulder, etc.: \_\_\_\_\_ Length: \_\_\_\_\_

Distance from curb (for pathways): \_\_\_\_\_

Materials used:  Asphalt       Concrete       Other \_\_\_\_\_

Pedestrian facilities (if applicable):

Sidewalk       Sidewalk with curb and gutter

Other \_\_\_\_\_

Width of sidewalk or other pedestrian facility: 7 foot Length: ~ 700 feet

Distance from curb (for sidewalks) : Adjacent

Materials used:  Asphalt       Concrete       Other \_\_\_\_\_

Number of curb ramps: 8

Planned or existing curb radii: \_\_\_\_\_

Questions applicable to bicycle or pedestrian facilities:

This project is:

Part of Road Widening      Part of Existing Road

Standards used:

AASHTO              Idaho State Public Works Construction

ITD                     Local

Any areas where facility will narrow to accommodate trees, signs or other obstructions?  Yes  No

If yes, explain: \_\_\_\_\_

What is the plan for maintaining the facility after construction is complete? The City of Hailey will commit to the long term maintenance of the sidewalk and RRFB signal including snow removal in the winter.

Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval (explain)? Yes, although at the time of the platting of this area that requirement was not in place \_\_\_\_\_

**PART 2: FORMS**

- A. Environmental Screening Form
- B. Project Cost Summary Sheet (for infrastructure projects)

Instructions:

1. Line 16 of this form is for Mobilization, calculated as a percentage of the construction items listed on Lines 3 through 14. It is up to the Applicant to determine the appropriate percentage for the project, but 5 to 10% would be considered typical.
  2. Line 17 of this form is for Construction Engineering and Contingencies, calculated as a percentage of the construction items listed on Lines 3 through 14 and the Mobilization cost listed on Line 16. Again, it is up to the Applicant to determine the appropriate percentage for the project, but 15% would be considered typical, with 10% allocated to Construction Engineering and 5% allocated to Contingencies.
- C. Cost Estimate for Non-Infrastructure Projects: Safe Routes to School (for safe routes to school non-infrastructure projects)
  - D. Project Schedule (for infrastructure projects)

# ITD 0211 - Environmental Screening

For Community Transportation Enhancement (CTE),  
Safe Routes to School (SR2S) and Scenic Byway Projects



**Background** - All project actions which involve a federal nexus (federal funds, federal permits or federal lands) must have an approved environmental document. ITD follows Federal Highway Administration guidelines for environmental documentation.

**Responsibility** - ITD will be responsible for the review and approval of the environmental document. The sponsor is responsible for the preparation of the environmental document. Pre-application coordination with the district office (environmental) is needed. In some cases the sponsor may arrange for ITD to complete all or part of the environmental documentation.

**Purpose of Form** - This form is not an environmental clearance. The questions screen for issues that could require additional analysis or work. If you answer yes to any of the following questions, the environmental requirements or impacts may be greater than expected. The impacts may not be compatible with your budget or schedule. You should seek further assistance from ITD regarding the viability of the project.

**Contacts** - For assistance with the environmental process please contact the ITD District Environmental Planner. An abbreviated environmental clearance is available for pavement marking projects.

Answer the following questions and explain in detail any response that is not clear from simply marking the box. When completed electronically, the form will expand to allow room for explanations.

Project Type/Scope of Work (i.e., landscaping, bike/pedestrian path, etc.)	Project Name/Location
Sidewalk and pedestrian signal	Cobblestone/Middle School Sidewalk Connector, Hailey, ID

	Yes	No
<b>Right of Way/Property Impacts</b> - Will the project require acquisition of temporary or permanent easements, or right of way? Is the project on, or through, federal lands or tribal lands? Will the project cause a temporary or permanent disruption to a commercial property or residential neighborhood?  Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Traffic</b> - Does the project add traffic lanes or traffic capacity?  Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Ground Disturbance</b> - Does the project disturb more than one acre of land?  Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Stormwater</b> - Where does the water (rain, snowmelt) from this project area drain? <input type="checkbox"/> Sheet flows to surface waters (canal, stream, lake) <input type="checkbox"/> Conveyed by ditch or pipe to surface waters <input checked="" type="checkbox"/> Storm Sewer System (Municipal system) <input type="checkbox"/> Infiltrate in Place (retention pond or topography with no drainage outlet [low area]) <input type="checkbox"/> Other – if none of the above conditions  Explain: City of Hailey uses drywells for stormwater collection		
<b>Surface Waters</b> - Does the project site contain any boggy, swampy, or wetland areas?  Does the project impact (fill or temporarily impact) any wetland, stream, lake or other water body?  Explain:	<input type="checkbox"/>   <input type="checkbox"/>	<input checked="" type="checkbox"/>   <input checked="" type="checkbox"/>

	Yes	No
<b>Cultural Resources</b> - Are there historical structures (such as buildings, bridges, canals, etc) over 45 years old within or adjacent to (in some cases within view) of the proposed project site? Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Section 4f</b> - Is the project site located next to or a part of a special designated land use (i.e., designated park, wildlife refuge, historic district, etc)? Check with local land use map for information. Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Hazardous Waste</b> - Is there any indication of waste spill or stain on the project site? Are there any gas stations, dry cleaner, or other industrial facilities adjacent to the project? Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Public Involvement</b> - Based on your public involvement, has any public controversy or issue been identified? Do you anticipate any temporary or permanent disruption to a commercial property or residential neighborhood (access changes or detours, construction noise etc?) Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Irrigation</b> - Does the project require irrigation? Describe whether the project will require watering and what source will be used for watering. Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Right of Way Encroachment</b> - Are there any signs, trees or other features you plan to locate within ITD right of way? Explain: RRFB pedestrian signal at the Highway 75 crosswalk	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Offsite Work</b> - Will the project require off-site grading, excavation or trenching for utilities, lighting, drainage or other work? Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Describe any other known or suspected environmental issue that has not been covered		
Preparer's Printed Name Thomas Hellen	Title City Engineer	Agency or Firm City of Hailey
Signature		Date

**- ITD Use Only -**

**Recommendation**

- Based on the information in the project application and on this form, the project is likely to be eligible for a Categorical Exclusion.
- Based on the information in the project application and on this form, there were environmental areas of concern that should be further discussed prior to funding this project.
- There was not enough information in the project application and on this form to assess potential environmental issues.

**Comment**

Printed Name	Title <b>District Environmental Planner</b>	
Signature		Date



# Project Cost Summary Sheet

ITD 1150 (Rev. 05-13)

Round Estimates to Nearest \$1,000

Key Number N/A	Project Number N/A	Date
Location Highway 75 MP 117.16 Cobblestone Lane		District 4
Segment Code	Begin Mile Post	End Mile Post
		Length in Miles
		Previous ITD 1150
		Initial or Revise To
1a. Preliminary Engineering (PE)		
1b. Preliminary Engineering by Consultant (PEC)		10,000
2. Right-of-Way: Number of Parcels                      Number of Relocations		0
3. Utility Adjustments: <input type="checkbox"/> work <input type="checkbox"/> Materials <input type="checkbox"/> By State <input type="checkbox"/> By Others		0
4. Earthwork		14,000
5. Drainage and Minor Structures		28,000
6. Pavement and Base		13,000
7. Railroad Crossing:		0
Grade/Separation Structure _____		
At-Grade Signals <input type="checkbox"/> Yes <input type="checkbox"/> No		
8. Bridges/Grade Separation Structures:		0
<input type="checkbox"/> New Structure      Length/Width _____		
Location _____		0
<input type="checkbox"/> Repair/Widening/Rehabilitation      Length/Width _____		
9. Traffic Items (Delineators, Signing, Channelization, Lighting, and Signals)		10,000
10. Construction Traffic Control (Sign, Pavement Markings, Flagging, and Traffic Separation)		5,000
11. Detours		0
12. Landscaping		0
13. Mitigation Measures		0
14. Other Items (Roadside Development, Guardrail, Fencing, Sidewalks, Curb and Gutter, C.S.S. Items)		41,000
15. Cost of Constructions (Items 3 through 14)		111,000
16. Mobilization      10%of Item 15		11,000
17. Construction Engineer and Contingencies      20%of Items 15 and 16		25,000
18. Total Construction Cost (15 + 16 + 17)		147,000
19. Total Project Cost ( 1 + 2 + 18)		157,000
20. Project Cost Per Mile		N/A
Prepared By:		

**PROJECT SCHEDULE**

Project Function	Year Quarter	2014			2015			2016					
		Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep
State/Local Agreement & Consultant Services Agreement													
Project Concept													
Environmental Review													
Right-of-Way; Easement Acquisition													
Final Design													
Target Date for Funding Obligation													
Advertise & Award													
Construction													

### PART 3: SUMMARY OF REQUIREMENTS FOR FEDERAL AID RECIPIENTS

Applicants should keep in mind that receipt of federal funds requires compliance with the following federal and state requirements (note: this is not an exhaustive list):

1. **Equal Opportunity** requirements (non-discrimination) for construction contracts in excess of \$10,000. The non-discrimination requirements apply to a wide range of project elements, including contracting opportunities. A non-discrimination agreement must be signed as part of the award process, and records must be kept to show compliance. Disadvantaged Business Entity (DBE) requirements might apply.
2. Minimum wage requirements (**Davis-Bacon Act**) and anti-kickback requirements (**Copeland Act**) for construction contracts in excess of \$2,000. Records must be kept to show compliance.
3. No use of federal funds for lobbying, for construction contracts in excess of \$100,000.
4. **National Environmental Policy Act (NEPA)**.
  - a. The National Environmental Policy Act requires federal actions (including local transportation projects receiving federal aid) to be evaluated for potential impacts to the environment. ITD and the FHWA jointly conduct this review.
    - i. For major actions that significantly affect the quality of the human environment, an Environmental Impact Statement (EIS) must be prepared. This is a lengthy (and expensive) process that requires consideration of alternatives, analysis of impacts, and compliance with a series of public notice and comment periods. Projects requiring an EIS would not be able to be completed within Community Choices time constraints.
    - ii. For projects in which the significance of the environmental impact is uncertain, an Environmental Assessment (EA) must be prepared. This document is more limited in scope than an EIS, and the procedure is not as lengthy. If through the EA process it is determined that there will not be significant impacts, a Finding of No Significant Impact (FONSI) is issued. If it is determined that there will be significant impacts, an EIS must be prepared.
    - iii. Most federal aid projects qualify for a "categorical exclusion," meaning that the project will not have a significant effect on the human environment. For these projects, neither an EIS nor an EA need be prepared. Federal regulations have identified several project types that typically receive a categorical exclusion (such as installation of utilities along a road; construction of bicycle and pedestrian paths; landscaping; installation of fences, signs, pavement markings and traffic signals, where no substantial land acquisition or traffic disruption would occur; alterations to facilities to make them accessible to elderly and handicapped persons; and other types of projects). Even though a proposed project might fall within an exclusion category, applicants must obtain clearance from ITD.

- iv. Contact District Environmental Staff (listed at <http://itd.idaho.gov/enviro/District.Staff.htm>) for assistance with navigating the environmental review process.
- 5. Compliance with audit requirements:
  - a. An entity expending \$500,000 or more in a year in combined Federal awards (including any funds received from Federal sources outside ITD: US federal contracts, subcontracts, loans grants, subgrants, and/or cooperative agreements) requires an A-133 Single Audit or program-specific audit each fiscal year.
  - b. An entity whose annual budget (from all sources) exceeds \$250,000 and expends any amount in a year in combined Federal awards are required to have a full and complete audit of financial statements each fiscal year.
  - c. An entity whose annual budget (from all sources) exceeds \$100,000 but does not exceed \$250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements audit on a biennial basis. Biennial audits shall include an audit of each fiscal year since the previous audit.
  - d. An entity whose annual budget (from all sources) exceeds \$50,000 but does not exceed \$100,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review on a biennial basis. Biennial review shall include a review of each fiscal year since the previous review.
  - e. An entity whose annual budget (from all sources) does not exceed \$50,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review by ITD on a biennial basis. Biennial ITD reviews shall include a review of each fiscal year since the previous review.
- 6. Compliance with **Americans with Disability Act** requirements. This includes a compliance Self-Evaluation, and for agencies with 50 or more employees, an ADA Transition Plan. Transition Plans identify physical obstacles to accessibility, describe methods to make facilities accessible, specify a schedule for completion, identify a responsible official, estimate the cost of each modification, and record completion dates.
- 7. Compliance with U.S. Office of Management and Budget (OMB) circulars on allowable costs, as follows:

For the costs of a:	Use the principles in:
State, Local or Indian Tribal Government	2 CFR 225
Private, nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR 230 as not subject to that circular	2 CFR 230
Educational institution	2 CFR 220
For-profit organization other than a hospital and an organization named in 2 CFR 230 as not subject to that circular	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the Federal agency.

- 8. Compliance with ITD Grant Administration Team reimbursement requirements. Recipients must request reimbursement of an expense within 60 days or the expense will not be reimbursed. ITD has up to 30 days to issue the reimbursement.

9. Compliance with minimum liability insurance requirements. Contractors must have comprehensive public and general liability insurance of at least \$500,000.00 per occurrence, and \$1,000,000.00 aggregate.



**AGENDA ITEM SUMMARY**

DATE: 8/19/13 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to approve Resolution 2013-<sup>62</sup>, ratifying Agreement with US Department of Agriculture for unlimited use of a Hailey potable water source and gray water dumping site for the Beaver Creek Fire Incident Command Post, under a fixed-price acquisition with \$1,000 simple fee.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Type 1 Team for the Beaver Creek Fire requested water and sewer services for the Incident Command Post on Peregrine Ranch. The attached agreement was discussed with the Forest Service representative on the morning of 8/12 and a fee established with them for the services.

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

<input type="checkbox"/> City Administrator	<input type="checkbox"/> Library	<input type="checkbox"/> Benefits Committee
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Mayor	<input type="checkbox"/> Streets
<input type="checkbox"/> City Clerk	<input type="checkbox"/> Planning	<input type="checkbox"/> Treasurer
<input type="checkbox"/> Building	<input type="checkbox"/> Police	_____
<input type="checkbox"/> Engineer	<input type="checkbox"/> Public Works, Parks	_____
<input type="checkbox"/> Fire Dept.	<input type="checkbox"/> P & Z Commission	_____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**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./Agrmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

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

**CITY OF HAILEY  
RESOLUTION NO. 2013-62**

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION OF AN  
AGREEMENT WITH US DEPARTMENT OF AGRICULTURE FOR UNLIMITED USE  
OF THE WATER FILL TOWER IN HAILEY DURING THE BEAVER CREEK FIRE.**

WHEREAS, the City of Hailey desires to enter into an agreement with US DEPARTMENT OF AGRICULTURE for providing water fill tower service and gray water disposal during the Beaver Creek Fire;

WHEREAS, the City of Hailey and US DEPARTMENT OF AGRICULTURE have agreed to the terms and conditions of the Agreement, copy of which is attached hereto,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Agreement between the City of Hailey and US DEPARTMENT OF AGRICULTURE and that the City Council President is authorized to execute the attached Agreements,

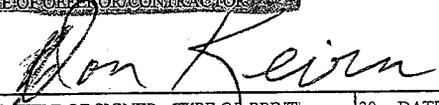
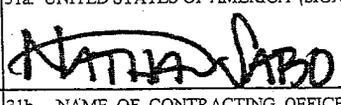
Passed this 19th day of August, 2013.

City of Hailey

\_\_\_\_\_  
Don Keirn, City Council President

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER S-		PAGE 1 OF 6	
2. CONTRACT NO. AG-0261-P-13-5413		3. AWARD/EFFECTIVE DATE 08/12/2013		4. ORDER NUMBER		5. SOLICITATION NUMBER N/A	
7. FOR SOLICITATION INFORMATION CALL		a. NAME NATHAN SABO		b. TELEPHONE NUMBER (No collect calls) (208) 881-8129		6. SOLICITATION ISSUE DATE N/A	
9. ISSUED BY <b>Sawtooth National Forest</b> 2647 Kimberly Road Twin Falls, ID 83301				10. THIS ACQUISITION IS: <input type="checkbox"/> UNRESTRICTED or <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Women-Owned Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> Economically Disadvantaged Women-Owned Small Business (EDWOSB) <input type="checkbox"/> Veteran Owned Small Business <input type="checkbox"/> 8(A) NAICS: Size Standard:			
11. Delivery for FOB Destination unless Block is Marked <input type="checkbox"/> See Schedule		12. Discount Terms		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO See Delivery Schedule				16. ADMINISTERED BY Same as Block 9			
17a. CONTRACTOR/OFFEROR City of Hailey Idaho 115 Main Street South Hailey, ID 83333 TELEPHONE NO.: 208-309-1270 DUNS No.: 932005556 TIN No.				18a. PAYMENT WILL BE MADE BY U.S. Dept. of Agriculture IDAWY Acquisition Service Center Attn: Nathan Sabo Idaho Falls, ID 83401			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Potable Water Source			Unlimited	Gallon	\$500.00	\$500.00
002	Gray Water Dumping Site			Unlimited	Gallon	\$500.00	\$500.00
**This contract is for unlimited use of potable water and gray water dumping of the Beaver Creek Fire. All taxes and surcharges are included in the rate. Maximum to be paid under this contract shall not exceed \$1,000.00.							
This requirement is being procured as a fixed-price Simplified Acquisition.							
25. ACCOUNTING AND APPROPRIATION DATA PDHT80 (1502)						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,000.00	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. <input type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. <input type="checkbox"/> AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				NATHAN SABO		August 12, 2013	

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED       INSPECTED       ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Standard Form 1449 (REV. 5/2011) Back

**SECTION I - CONTRACT CLAUSES****I-1 - FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JUL 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jul 2013) (31 U.S.C. 6101 note).

\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (11) [Reserved]

- \_\_\_ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- X (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- \_\_\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_\_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

- \_\_ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_ (ii) Alternate I (DEC 2007) of 52.223-16.
- \_\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- X (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_ (ii) Alternate I (Mar 2012) of 52.225-3.
- \_\_ (iii) Alternate II (Mar 2012) of 52.225-3.
- \_\_ (iv) Alternate III (Nov 2012) of 52.225-3.
- \_\_ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- X (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.



**AGENDA ITEM SUMMARY**

DATE: 8/19/13 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: [Signature]

**SUBJECT:** Motion to approve contract with Lakeside Industries, Inc. DBA Valley Paving for 2013 alley project milling and paving on a cost-per-square-yard basis at an estimated amount of \$64,843.25, the corresponding Resolution 2013-59 was approved with the bid documents in the 8/5/13 meeting

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The August 5, 2013 council packet did not contain the agreement with Valley Paving for the Alley paving work. Attached is the agreement, same as was approved for the first alley paving work.

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library             | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney      | <input type="checkbox"/> Mayor               | <input type="checkbox"/> Streets            |
| <input type="checkbox"/> City Clerk         | <input type="checkbox"/> Planning            | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> Building           | <input type="checkbox"/> Police              | _____                                       |
| <input type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | _____                                       |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission    | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**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./Agrmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

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

**CITY OF HAILEY  
RESOLUTION NO. 2013-59**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH VALLEY  
PAVING FOR PULVERIZING EXISTING MATERIAL AND ASPHALT PAVING FOR  
THE CITY OF HAILEY**

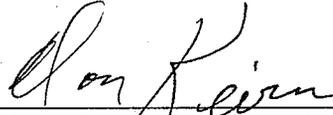
WHEREAS, the City of Hailey desires to enter into an agreement with Valley Paving under which Valley Paving will perform pulverizing of existing material and asphalt paving of alleys for the City of Hailey.

WHEREAS, the City of Hailey and Valley Paving have agreed to the terms and conditions of the Scope of Work and Task Order, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO**, that the City of Hailey approves the Scope of Work between the City of Hailey and Valley Paving and that the City Council President is authorized to execute the attached Agreement,

Passed this 5th day of AUGUST, 2013.

City of Hailey



\_\_\_\_\_  
Don Keim, City Council President

ATTEST:

  
\_\_\_\_\_  
Mary Cone, City Clerk





## Page 1 of 2 of General Provisions

### General Provisions

1. **DEFINITIONS.** As used herein, (i) "Contractor" shall mean Lakeside Industries or any division thereof; (ii) "Contracting Party" shall mean the person or entity purchasing materials and/or services as set forth on the front page hereof and pursuant to these General Provisions; and (iii) "Agreement" shall mean the contract formed between Contractor and Contracting Party by Contracting Party's acceptance of those terms and conditions set forth on the front page hereof and these General Provisions, and/or materials and/or services provided to Contracting Party by Contractor.

2. **ACCEPTANCE.** Unless Contracting Party has signed and returned this Agreement to Contractor within thirty (30) calendar days of the date first stated on the front page hereof, Contractor's proposal shall be null and void. Contractor hereby objects to any conflicting, additional and/or different terms contained in any proposal or other writing issued by Contracting Party for purposes of accepting the proposal set forth herein and the same shall not become a part of this Agreement unless agreed upon in writing by Contractor and Contracting Party.

3. **COST ESCALATION FOR ASPHALT.** Contractor's proposal herein is based upon local vendor posted prices for liquid asphalt as of the date of Contractor's proposal. In the event the actual prices exceed such posted prices, the Contract Price shall be equitably adjusted by change order to reflect such increase. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

4. **CREDIT VERIFICATION.** This Agreement is subject to Contractor's verification of Contracting Party's credit and Contractor's determination that such credit is adequate or satisfactory to Contractor. Contractor reserves the right to withdraw its proposal should Contractor reasonably determine that such credit verification is unsatisfactory or inadequate.

5. **TERMS OF PAYMENT.** Unless otherwise provided for herein, payment shall be due to Contractor within ten (10) days of the date of any invoice issued by Contractor to Contracting Party. Interest shall accrue on all overdue invoices at the rate of 1-1/2% per month (18.00% per annum) or the highest rate allowed by law.

6. **SCHEDULE.** This Agreement is subject to Contractor's review and approval of Contracting Party's schedule. Contracting Party shall coordinate other contractors' and subcontractors' work to prevent any delay or interference with Contractor's work.

7. **CHANGES.** Contracting Party, without invalidating the Agreement, may order changes in the scope of the work provided for by this Agreement, with the cost of the work and the time to complete such work being adjusted accordingly. Such changes in the work shall be authorized only by written change order signed by Contracting Party and Contractor.

8. **PROPERTY LINES.** Contracting Party warrants that Contracting Party knows the actual location of all legal property lines and that Contracting Party, prior to commencement of work hereunder, shall place stakes clearly indicating such property lines.

9. **PERMITS.** Any permits that must be secured prior to commencement of the work hereunder shall be secured and paid for by Contracting Party.

10. **DELAYS.** If Contractor is delayed at any time in the commencement or progress of the work by any act or neglect of Contracting Party, or by any employee or agent of Contracting Party, or by any separate contractor employed by Contracting Party, or by changes ordered in the work by Contracting Party, or by labor disputes, fire, abnormal adverse weather conditions, force majeure, unusual delay in transportation, fuel, material, or labor shortages or unavailability, action or inaction of public authorities not arising out of the fault of Contractor, casualties or any other causes beyond Contractor's reasonable control, then the Contract Time shall be

extended by change order for a period of time reasonably necessary to alleviate the effect of such events on Contractor. Delays beyond Contractor's reasonable control shall be compensable to Contractor and such equitable adjustment of the Contract Price shall be made by change order. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

11. **HAZARDOUS SUBSTANCES.** Contracting Party agrees to indemnify, defend and hold harmless Contractor, and its employees and subcontractors from liability related to the existence of hazardous substances at the project site, unless such liability results directly from hazardous substances brought on to the project site by Contractor or its subcontractors or arises out of the negligence or wrongful act of Contractor or its subcontractors. If Contractor encounters a substance on the project site which Contractor believes is a hazardous substance, Contractor shall immediately notify Contracting Party and shall cease work in whole or in part and any delays (and costs arising therefrom) shall be Contracting Party's responsibility.

12. **TERMINATION FOR CAUSE.** Contractor has the right to terminate this Agreement if Contracting Party fails to comply with any of the other provisions herein; provided, further, Contractor may terminate this Agreement in the event of the happening of any of the following: (a) insolvency of Contracting Party or Contractor; (b) any act of bankruptcy by Contracting Party under any provision of the Federal Bankruptcy Act or filing by Contracting Party of a voluntary petition under any law providing for relief from the claims of creditors; (c) the filing of an involuntary petition to have Contracting Party adjudicated as bankrupt under the Federal Bankruptcy Act or for reorganization of Contracting Party under that Act or under any law providing for relief from the claims of creditors which is not vacated within thirty (30) days from the date of such filing; (d) the appointment of a receiver or trustee for Contracting Party or Contractor which is not vacated within thirty (30) days from the date of such appointment; (e) the execution by Contracting Party or Contractor of an assignment for the benefit of creditors; or (f) any other event occurring which under the applicable law would entitle Contractor to cancel and terminate this Agreement. Such termination shall not prejudice any claims that either party may have against the other.

13. **INDEMNITY.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Contracting Party from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work hereunder, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Contracting Party shall indemnify and hold harmless Contractor from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, to the extent caused by negligent acts or omissions of Contracting Party, or anyone directly or indirectly employed by it or anyone for whose acts it may be liable.

14. **WARRANTIES.** Contractor warrants and guarantees all work and/or materials provided under this Agreement shall be of good quality and workmanship, free from faults and defects and in conformance with this Agreement. Contractor further agrees to make good, at its own expense, any defect in materials or workmanship which may appear within one (1) year of Contractor's substantial completion of its work hereunder. Except as otherwise provided herein, Contractor makes no warranties or representations of any kind, express or implied (including no warranty of merchantability or fitness for a particular purpose) and none shall be implied by law. Contracting Party agrees that oral agreements, statements and representations made by Contractor, its employees or its agents shall not constitute a warranty of any kind.

## Page 2 of 2 of General Provisions

15. **TIME LIMITATION ON CLAIMS.** Any action arising out of Contracting Party's purchase of materials or Contractor's provision of services to Contracting Party, including any action arising under this Agreement, must be commenced within one (1) year after substantial completion of Contractor's work hereunder, and no such action may be maintained which is not commenced within such one-year period.

16. **LIMITATION OF LIABILITY.** Contractor's sole liability and Contracting Party's sole and exclusive remedy for any and all damages, special, direct, incidental or consequential, sustained by Contracting Party or others arising of Contractor's performance of this Agreement shall be limited to correcting defective work. In no event shall Contractor be liable to Contracting Party or any third party for more than the amount of Contractor's proposal, or for any delay damages.

Under no circumstances shall Contractor be liable for (i) damage to or breakage of underground pipes and/or conduits and cables not visible from the surface of the ground nor for any damage to approaches (including sidewalks) from the street to the property line; (ii) damage to the completed pavement surface due to the action of petroleum product spillage; (iii) subgrade failure or utility ditch failure; or (iv) growth of hoisetail weed, morning glory, deep-rooted ferns or perennials subsequent to the application of soil sterilization (weed killer) that have not reached maturity prior to such application. Any soil sterilization provided for in this Agreement shall be applied at the rate specified by the manufacturer thereof.

17. **ARBITRATION/ATTORNEYS' FEES.** Contracting Party and Contractor agree that all claims, collections, disputes, or other controversies arising under this Agreement or related hereto, shall be settled by and subject to binding arbitration with a single arbitrator pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"). Any such arbitration shall be commenced by delivering to the AAA a written demand for arbitration, and a copy of such demand shall be delivered to the other party. Contracting Party and Contractor agree that the location of any arbitration proceeding commenced with respect to this Agreement shall be at the Seattle, Washington AAA office. In any such arbitration, the prevailing party, as determined by the arbitrator, shall be entitled to its arbitration costs and reasonable attorneys' fees and other costs. Any arbitration award by the arbitrator shall be final and binding on the parties and subject to confirmation and reduction to judgment pursuant to RCW 7.04 in the King County Superior Court.

18. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, *Delaware*

19. **SEVERABILITY.** In the event that any paragraph, part, term, or condition of this Agreement is construed or held to be void, invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remaining paragraphs, parts, terms and conditions of this Agreement shall not be affected and shall remain in full force and effect.

20. **VOLUNTARY CONTRACT.** Each of the parties to this Agreement has carefully read and fully understands the terms and conditions hereof, has had full opportunity to consult with legal counsel regarding its meaning and effect, and is entering into this Agreement freely and voluntarily, through a representative who is fully authorized and empowered to sign on its behalf.

21. **ENTIRE AGREEMENT.** Contracting Party and Contractor intend that the proposal and those terms and conditions on the front page hereof and these General Provisions shall constitute the final, complete and exclusive Agreement between the parties. This Agreement supersedes all other prior or contemporaneous agreements, representations, understandings and promises, oral and/or written, by or between the parties with respect to the subject matter hereof. Contracting Party further acknowledges and agrees that in entering into this Agreement, Contracting Party has not and is not relying upon any contemporaneous agreements, representations, understandings and promises, oral and/or written, made by Contractor. No course of dealings between the parties shall be relevant or admissible to explain, supplement or vary the terms of this Agreement. No amendment or modification of this Agreement shall be effective or binding upon the parties unless made in writing and executed by Contracting Party and Contractor.



**AGENDA ITEM SUMMARY**

**DATE:** 8-19-2013      **DEPARTMENT:** CDD      **DEPT. HEAD SIGNATURE:** MA

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**SUBJECT:** Motion to approve Resolution 2013-63 authorizing Codification Contract for the City of Hailey with Sterling Codifiers Inc. for online codification of the Hailey Municipal Code.

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**AUTHORITY:**        IAR \_\_\_\_\_  (IFAPPLICABLE)

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

**Summary**

Online codification is the most efficient and user friendly method of making a municipal code accessible and available to the public. Up to this point, city staff has maintained an online archive of the Hailey Municipal Code, Zoning Ordinance, and Subdivision Ordinance. While this has served the public well for many years, there are many advantages and efficiencies that Sterling Codifiers can bring to our code that are not currently offered. For example, the current code is not searchable, or are any of the chapter or title linked in any dynamic, web-based method that would allow for efficient cross-referencing and research. In addition, the current method of posting updates to the website can be cumbersome and, as a result, the public may not be using the most up-to-date code when they are researching the City of Hailey's ordinances.

Sterling Codifiers is commonly used by several cities across the county and within our own state. In addition, city staff has experience working with their product, as well as their management team and is comfortable with the proposed contract. Sterling Codifiers is national company, based out of Coeur d'Alene, Idaho.

**Contract Proposed Quotes**

In brief, if this contract is approved, the City would pay Sterling \$2,000 for online codification and hardcopy publication of the current HMC, less the Zoning and Subdivision Ordinances. At the city's direction, Sterling would post and codify the Zoning and Subdivision Ordinance for an additional cost of \$1,500.

- Initial to Codify HMC less Zoning and Subdivision Ordinances: \$2,000
- Codification of Zoning and Subdivision Codes at a later date: \$1,500
- Ongoing fees for service (see outline below)

At present, Staff is considering combing the Zoning and Subdivision Ordinances into one unified Development Ordinance, however it is staff's intention to make these ordinances available via the Sterling service as soon as possible since they are the most viewed and exercised ordinances in our code.

**A. Initial Services:**

**Take Over Supplement Service:**

Prep code to Sterling style	\$1,500.00
(Cost is based off of the code being provided to us in Microsoft Word)	
Add ordinances not yet codified (per code book page; a sheet of paper contains two pages)	\$21.00 per page Est. \$1,500.00
Add zoning and subdivision (optional)**	\$1,500.00

New index	Included	
Cost per hard copy (contents only)		\$100.00
Binders and tabs per set (optional)		\$50.00
Format code to Sterling's internet server		\$750.00

\*\* Because the zoning and subdivision have never been codified, Sterling will work with the city in determining the best way to incorporate these regulations into the current code. It is Sterling's understanding that these regulations are being reviewed by the city and complete new land use regulations will transpire over the next couple of years.

**B. Ongoing Services:**

Supplement service (per code book page; a sheet of paper contains two pages)		\$21.00 per page
Update online code	Included	
Annual internet host fee		\$500.00
Online "ordinances pending codification" service		No additional charge

The rates listed in this subsection B are Sterling's current rates and are subject to change.

C. Shipping And Handling: Shipping and handling charges are prepaid by Sterling and invoiced to the city.

D. Payment Schedule: The following is the payment schedule for the initial codification project proposed herein:

\$2,000 on signing of contract / balance on delivery.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

None

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)**

<input checked="" type="checkbox"/>	City Administrator	<input type="checkbox"/>	Library	<input type="checkbox"/>	Benefits Committee
<input checked="" type="checkbox"/>	City Attorney	<input type="checkbox"/>	Mayor	<input type="checkbox"/>	Streets
<input type="checkbox"/>	City Clerk	<input checked="" type="checkbox"/>	Planning	<input type="checkbox"/>	Treasurer
<input checked="" type="checkbox"/>	Building	<input type="checkbox"/>	Police	<input type="checkbox"/>	Sustainability
<input type="checkbox"/>	Engineer	<input type="checkbox"/>	Public Works,	<input type="checkbox"/>	
<input type="checkbox"/>	Fire Dept.	<input type="checkbox"/>	Parks	<input type="checkbox"/>	
		<input checked="" type="checkbox"/>	P & Z Commission	<input type="checkbox"/>	

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2013-63 authorizing Codification Contract for the City of Hailey with Sterling Codifiers Inc. for online codification of the Hailey Municipal Code.

**ACTION OF THE CITY COUNCIL:**

Date : \_\_\_\_\_  
City Clerk \_\_\_\_\_

-----  
**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record \*Additional/Exceptional Originals to:

Copies (all info.): \_\_\_\_\_

Copies (AIS only)

Instrument # \_\_\_\_\_

**CITY OF HAILEY  
RESOLUTION NO. 2013-63**

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION OF AN  
AGREEMENT WITH STERLING CODIFIERS FOR CODIFICATION OF HAILEY  
ORDINANCES INTO MUNICIPAL CODE FORMAT.**

WHEREAS, the City of Hailey desires to enter into an agreement with STERLING CODIFIERS for providing codification services related to Hailey municipal code,

WHEREAS, the City of Hailey and STERLING CODIFIERS have agreed to the terms and conditions of the Agreement, copy of which is attached hereto,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Agreement between the City of Hailey and STERLING CODIFIERS and that the City Council President is authorized to execute the attached Agreements,

Passed this 19th day of August, 2013.

City of Hailey

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Don Keirn, City Council President

ATTEST:

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Mary Cone, City Clerk

# **CODIFICATION CONTRACT**

**for the**

***CITY OF HAILEY, IDAHO***

## **I. Materials Furnished By City:**

The city has a code that is approximately 319 pages in length of general and permanent regulations. There is also 50 pages of subdivision regulations and approximately 212 pages of zoning regulations which are not contained in the 319 page count. It is unclear as to when the code was last updated, however we have been told at least 1 year ago. The subdivision and zoning regulations are in ordinance form and have never been codified and thus the numbering system and cosmetic structure do not match that of the rest of the code.

## **II. Initial Services:**

### **Take Over Supplement Service:**

Supplement: Sterling will begin by codifying ordinances that have been submitted. In the process of supplementation, Sterling will analyze each ordinance for discrepancies or conflicts with other parts of the code not addressed by the new or amending legislation. Any questions will be directed to the city and clarified before work on legislation is completed. Please note that there will be no reorganization of this code, nor will Sterling review any pages that are not being affected by an ordinance.

### **Publication Of The Code:**

Hard Copy: Sterling will republish the updated code in an 8 ½ x 11 inch format with the cosmetic look of the page being a single column format, and the type size and style meeting Sterling standards, which includes, but is not limited to: page format, numbering system, type size, style and capitalization (sample pages are attached to this proposal). Binders (optional) are multi-ring and will be imprinted with the city's name and Mylar reinforced tabs (optional), printed both sides, will be provided for the major divisions in the code.

Code On The Internet: Sterling uses web based only technology for its codes. At the request of the city, Sterling will also host the city code on our server using our own search engine. For the city's protection and to ensure accuracy, Sterling does not release the electronic files.

**III. Ongoing Services:**

- A. Supplement Service: Upon passage of a new or amending ordinance, the ordinance will be sent to Sterling, who will prepare it for inclusion in the code. In the process of supplementation, Sterling will review the ordinance looking for possible discrepancies or conflicts. Changes to the table of contents, index and any other pages will be made, and the proper number of supplement sets for hard copy will be forwarded to the city and Sterling will update the internet.
- B. Post Newly Adopted Ordinances Online As "Ordinances Pending Codification": If the city emails newly passed ordinances to Sterling (no pdf or tiff files), we will post them online in the "ordinances pending codification" folder.

**IV. Project Dates:**

City to provide us all documents necessary to start project (from signing of contract)	1 month
Incorporate ordinances, index and publish new code (from the date that all questions have been answered and necessary documentation needed to produce the code has been received and the code has been provided to us in Microsoft Word)	4 months

**V. Additional Services:**

Additional Copies Of Code: Additional copies of the code can be prepared at any time, with no minimum order requirement (other than for custom binders and tabs).

**VI. Cost And Payment Procedures:**

A. Initial Services:

**Take Over Supplement Service:**

Prep code to Sterling style (Cost is based off of the code being provided to us in Microsoft Word)	\$1,500.00
Add ordinances not yet codified (per code book page; a sheet of paper contains two pages)	\$21.00 per page Est. \$1,500.00
Add zoning and subdivision (optional)**	\$1,500.00
New index	Included
Cost per hard copy (contents only)	\$100.00
Binders and tabs per set (optional)	\$50.00
Format code to Sterling's internet server	\$750.00

\*\* Because the zoning and subdivision have never been codified, Sterling will work with the city in determining the best way to incorporate these regulations into the current code. It is Sterling's understanding that these regulations are

being reviewed by the city and complete new land use regulations will transpire over the next couple of years.

B. Ongoing Services:

Supplement service (per code book page; a sheet of paper contains two pages)	\$21.00 per page
Update online code	Included
Annual internet host fee	\$500.00
Online "ordinances pending codification" service	No additional charge

The rates listed in this subsection B are Sterling's current rates and are subject to change.

C. Shipping And Handling: Shipping and handling charges are prepaid by Sterling and invoiced to the city.

D. Payment Schedule: The following is the payment schedule for the initial codification project proposed herein:

\$2,000 on signing of contract / balance on delivery.

**VII. Term Of Contract:**

This contract will be in effect until revoked in writing by either party. The party so desiring to terminate this contract shall give the other party thirty (30) days' written notice of such termination.

**STERLING HEREBY CERTIFIES** that there is no intermediary involved between the parties and that there are no state or federal taxes included in any of the above charges.

**THIS CONTRACT COMPRISES** the entire contract between Sterling and the city regarding Sterling's services.

**IN WITNESS WHEREOF**, Sterling and authorized officials of the city have hereby set their official signatures, at which time this contract shall take force and effect.

**THIS CONTRACT IS HEREBY EXECUTED** by the city by its proper officers, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY HAILEY, IDAHO**

By \_\_\_\_\_ Title \_\_\_\_\_

Attest: \_\_\_\_\_ Title \_\_\_\_\_

**THIS CONTRACT IS APPROVED AND EXECUTED** by an officer of Sterling Codifiers, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

***STERLING CODIFIERS, INC.***

By \_\_\_\_\_  
Rob S. Rollins, President

**AGENDA ITEM SUMMARY**

**DATE:** 08/19/13 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** \_\_\_\_\_

**SUBJECT:**

Alcohol Beverage License Renewals

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Annual renewal of alcohol beverage licenses, of which the state license expires each year on July 31 and the City license expires on Aug 30<sup>th</sup>.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

\_\_\_\_ City Attorney       City Clerk      \_\_\_\_ Engineer      \_\_\_\_ Building  
\_\_\_\_ Library      \_\_\_\_ Community Dev.      \_\_\_\_ Fire Dept.      \_\_\_\_\_  
\_\_\_\_ Safety Committee       P & Z Commission       Police      \_\_\_\_\_  
\_\_\_\_ Streets      \_\_\_\_ Public Works, Parks      \_\_\_\_ Mayor      \_\_\_\_\_

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

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

**A Taste of Thai**

- Albertsons
- CK's Real Food
- Cowboy Cocina
- Hailey Hotel Bar & Grill
- La Costa Mexican Restaurant
- Miramar Mexican Restaurant
- Muleshoe Tavern
- Rasberry's Delicatessen
- Seasons Steakhouse
- The Town Pump
- Wicked Spud
- Wiseguy Pizza Pie
- Zou 75

**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 # \_\_\_\_\_

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

**ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION**

A Taste of Thai  
 Box 3634  
 Hailey ID 83333

Date: 06/28/2013

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 09/01/2013.

Business Name: A Taste of Thai

Acct #: 2

Business Address: 106 Main St. N

Business Phone: 578-2488

Mailing Address: Box 3634 Hailey ID 83333

Business Email:

Business Fax: 578-2489

Owner Name: Pranee Chitnatham

Owner Phone: 208-309-0103

Owner Address:

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

**License Fees:**

check all that apply

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200 -</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200 -</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>	_____

**Total Amount Due:**

400 -

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

**All Applicants must submit a copy of:**

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

**Liquor License Applicants must also submit:**

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

**OFFICIAL USE ONLY**

State License No. \_\_\_\_\_ County License No. \_\_\_\_\_ City License No. \_\_\_\_\_

Date Approved by Council \_\_\_\_\_

Chief of Police Approval \_\_\_\_\_

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

**ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION**

Albertsons LLC  
 Attn: Dept 70428  
 Box 20  
 Boise ID 83726

Date: 06/28/2013

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 09/01/2013.

Business Name: Albertsons LLC  
 Business Address: 911 Main St. N  
 Mailing Address: Attn: Dept 70428 Box 20 Boise ID 83726  
 Business Email:

Acct #: 17  
 Business Phone: 788-6709  
 Business Fax: 788-6719

Owner Name: ~~Inc. New Albertson's~~ *Albertson's LLC*  
 Owner Address: Attn: Dept. 70428 Boise ID 83726

Owner Phone: ~~208-395-5383~~ *208-395-6022*

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

**License Fees:**

check all that apply

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input type="checkbox"/>	_____
Beer by the Drink	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Wine	\$200.00	<input checked="" type="checkbox"/>	<u>200-</u>
Grocery Sale of Beer	\$ 50.00	<input checked="" type="checkbox"/>	<u>50-</u>

**Total Amount Due:**

250-

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

**All Applicants must submit a copy of:**

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

**Liquor License Applicants must also submit:**

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

**OFFICIAL USE ONLY**



State License No. \_\_\_\_\_ County License No. \_\_\_\_\_ City License No. \_\_\_\_\_

Date Approved by Council \_\_\_\_\_

Chief of Police Approval \_\_\_\_\_

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

RECEIVED  
 JUL 30 2013

BY: Mail

**ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION**

CK's Real Food  
 Box 2925  
 Hailey ID 83333

Date: 06/28/2013

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 09/01/2013.

Business Name: CK's Real Food  
 Business Address: 320 Main St. S  
 Mailing Address: Box 2925 Hailey ID 83333  
 Business Email: ckrealfood@questoffice.net

Acct #: 98  
 Business Phone: 788-1223  
 Business Fax:

Owner Name: Chris & Rebecca Kastner  
 Owner Address: Box 2925 Hailey ID 83333

Owner Phone: 208-788-3891

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

**License Fees:**

check all that apply

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200-</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200-</u>
Grocery Sale of Wine	\$200.00	<input checked="" type="checkbox"/>	<u>200-</u>
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>	_____

**Total Amount Due:**

600-

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

**All Applicants must submit a copy of:**

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

**Liquor License Applicants must also submit:**

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

**OFFICIAL USE ONLY**



State License No. \_\_\_\_\_ County License No. \_\_\_\_\_ City License No. \_\_\_\_\_

Date Approved by Council \_\_\_\_\_

Chief of Police Approval \_\_\_\_\_

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

**ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION**

Lemcow Inc.  
 BOX 2230  
 Hailey ID 83333

Date: 06/28/2013

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 09/01/2013.

Business Name: Lemcow Inc.  
 Business Address: 111 First Ave. N, Suite 1C  
 Mailing Address: BOX 2230 Hailey ID 83333  
 Business Email: dlemonc@aol.com

Acct #: 1266  
 Business Phone: 788-0114  
 Business Fax: 788-3139

Owner Name: Dick Lemon  
 Owner Address: Box 2230 Hailey ID 83333

Owner Phone: 208-720-8916

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

**License Fees:**

check all that apply

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	200-
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	200-
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>	_____

**Total Amount Due:**

400-

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

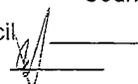
**All Applicants must submit a copy of:**

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

**Liquor License Applicants must also submit:**

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

**OFFICIAL USE ONLY**

State License No. \_\_\_\_\_ County License No. \_\_\_\_\_ City License No. \_\_\_\_\_  
 Date Approved by Council \_\_\_\_\_  
 Chief of Police Approval  \_\_\_\_\_

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

**ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION**

Hailey Hotel, LLC  
 201 Main St. S  
 Hailey ID 83333

Date: 06/28/2013

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 09/01/2013.

Business Name: Hailey Hotel, LLC

Acct #: 168

Business Address: 201 Main St. S

Business Phone: 788-3140

Mailing Address: 201 Main St. S Hailey ID 83333

Business Email:

Business Fax:

Owner Name: Jerrold Lundquist

Owner Phone: 203-454-4809

Owner Address: 36 Cross Highway #4 West Redding CT 06896

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

**License Fees:**

check all that apply

Liquor	\$562.50	<input checked="" type="checkbox"/>	<u>562.50</u>
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200-</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200-</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>	_____

**Total Amount Due:**

962.50

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

**All Applicants must submit a copy of:**

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

**Liquor License Applicants must also submit:**

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

**OFFICIAL USE ONLY**

State License No. 3289 County License No. 112 City License No. 168  
 Date Approved by Council 8/1/13  
 Chief of Police Approval [Signature]

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

**ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION**

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

Date: 06/28/2013

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 02/01/2013.

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

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

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

Owner Phone:

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

**License Fees:**

check all that apply

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200 -</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200 -</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>	_____

**Total Amount Due:**

400 -

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**All Applicants must submit a copy of:**

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

**Liquor License Applicants must also submit:**

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

**OFFICIAL USE ONLY**

State License No. \_\_\_\_\_ County License No. \_\_\_\_\_ City License No. \_\_\_\_\_  
 Date Approved by Council \_\_\_\_\_  
 Chief of Police Approval \_\_\_\_\_

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

**ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION**

Miramar Mexican Restaurant  
 401 Main St. S  
 Hailey ID 83333

Date: 06/28/2013

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 09/01/2013.

Business Name: Miramar Mexican Restaurant

Acct #: 12

Business Address: 401 Main St. S

Business Phone: 788-4060

Mailing Address: 401 Main St. S Hailey ID 83333

Business Email:

Business Fax:

Owner Name: Jose Varela

Owner Phone: 788-4060

Owner Address: PO Box 842 Hailey ID 83333

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

**License Fees:**

check all that apply

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200-</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200-</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>	_____

**Total Amount Due:**

400-

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

**All Applicants must submit a copy of:**

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

**Liquor License Applicants must also submit:**

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

**OFFICIAL USE ONLY**

State License No. \_\_\_\_\_ County License No. \_\_\_\_\_ City License No. \_\_\_\_\_  
 Date Approved by Council \_\_\_\_\_  
 Chief of Police Approval \_\_\_\_\_

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

RECEIVED  
JUL 30 2013

ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

BY: \_\_\_\_\_

Muleshoe Tavern  
107 Main St.  
Hailey ID 83333

Date: 06/28/2013

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 09/01/2013.

Business Name: Muleshoe Tavern  
Business Address: 107 S. Main St.  
Mailing Address: 107 Main St. Hailey ID 83333  
Business Email:  
Acct #: 1481  
Business Phone: 208 (720)-1705  
Business Fax:  
Owner Name: Steve Hogan  
Owner Address: PO Box 6167 Hailey ID 83333  
Owner Phone: 720-1705

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

License Fees:

check all that apply

Liquor	\$562.50	<input checked="" type="checkbox"/>	<u>562.50</u>
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200.00</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200.00</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>	_____

Total Amount Due:

962.50

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

All Applicants must submit a copy of:

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

Liquor License Applicants must also submit:

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

OFFICIAL USE ONLY



State License No. \_\_\_\_\_ County License No. \_\_\_\_\_ City License No. \_\_\_\_\_  
Date Approved by Council \_\_\_\_\_  
Chief of Police Approval \_\_\_\_\_

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

**ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION**

Raspberry's Delicatessen  
 Box 8920  
 Ketchum ID 83340

Date: 08/06/2013

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 09/01/2013.

Business Name: Raspberry's Delicatessen

Acct #: 1444

Business Address: 315 Main St. S.

Business Phone: 208-928-7711

Mailing Address: Box 8920 Ketchum ID 83340

Business Email: rsbrrys@yahoo.com

Business Fax: 208 726 7260

Owner Name: Callie & Maeme Raspberry

Owner Phone: 726-0606  
 928 7711

Owner Address: Hailey ID 83333

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

**License Fees:**

check all that apply

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200.00</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200.00</u>
Grocery Sale of Wine	\$200.00	<input checked="" type="checkbox"/>	<u>200.00</u>
Grocery Sale of Beer	\$ 50.00	<input checked="" type="checkbox"/>	<u>50.00</u>

**Total Amount Due:**

650.00

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

**All Applicants must submit a copy of:**

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

**Liquor License Applicants must also submit:**

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

**OFFICIAL USE ONLY**



State License No. \_\_\_\_\_ County License No. \_\_\_\_\_ City License No. \_\_\_\_\_

Date Approved by Council \_\_\_\_\_

Chief of Police Approval  \_\_\_\_\_

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

**ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION**

Seasons Steakhouse  
 103 S. Main St.  
 Hailey ID 83333

Date: 06/28/2013

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 06/01/2013.

Business Name: Seasons Steakhouse

Acct #: 1538

Business Address: 103 S. Main St.

Business Phone: 208-720-0454

Mailing Address: 103 S. Main St. Hailey ID 83333

Business Email: averymarc@gmail.com

Business Fax:

Owner Name: Marc Avery

Owner Phone: 208-720-0454

Owner Address: PO Box 3351 Hailey ID 83333

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

**License Fees:**

check all that apply

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200-</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200-</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>	_____

**Total Amount Due:**

400-

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

**All Applicants must submit a copy of:**

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

**Liquor License Applicants must also submit:**

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

**OFFICIAL USE ONLY**

State License No. \_\_\_\_\_ County License No. \_\_\_\_\_ City License No. \_\_\_\_\_  
 Date Approved by Council \_\_\_\_\_  
 Chief of Police Approval \_\_\_\_\_

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

**ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION**

The Town Pump  
 122 S. Main St.  
 Hailey ID 83333

Date: 06/28/2013

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 04/01/2013.

Business Name: The Town Pump  
 Business Address: 122 S. Main St.

Acct #: 1541

Business Phone: (208) ~~961-0054~~  
 926 7867

Mailing Address: 122 S. Main St. Hailey ID 83333

Business Email: haileytownpump@gmail.com

Business Fax:

Owner Name: Michael Keefe

Owner Phone: 961 0054

Owner Address: 122 S. Main St. Hailey ID 83333

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

**License Fees:**

check all that apply

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200-</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200-</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>	_____

**Total Amount Due:**

400-

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

**All Applicants must submit a copy of:**

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

**Liquor License Applicants must also submit:**

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

**OFFICIAL USE ONLY**

State License No. 14284 County License No. 154480 City License No. 1541  
 Date Approved by Council \_\_\_\_\_  
 Chief of Police Approval [Signature]

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

**ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION**

Flip and Pour Inc.  
 305 Main St. N  
 Hailey ID 83333

Date: 06/28/2013

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 09/01/2013.

Business Name: Flip and Pour Inc.

Acct #: 427

Business Address: 305 Main St. N

Business Phone: 788-0009

Mailing Address: 305 Main St. N Hailey ID 83333

Business Email:

Business Fax:

Owner Name: Mike Broman

Owner Phone: 788-3554

Owner Address: 221 Robin Hood Dr. Hailey ID 83333

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

**License Fees:**

check all that apply

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200 -</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200 -</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>	_____

**Total Amount Due:**

400 -

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

**All Applicants must submit a copy of:**

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

**Liquor License Applicants must also submit:**

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

**OFFICIAL USE ONLY**

State License No. \_\_\_\_\_ County License No. \_\_\_\_\_ City License No. \_\_\_\_\_

Date Approved by Council \_\_\_\_\_

Chief of Police Approval \_\_\_\_\_

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

**BUSINESS LICENSE RENEWAL APPLICATION**

Wiseguy Pizza Pie  
315 Carbonate St. E  
Hailey ID 83333

Date: 06/28/2013

It is time to renew your business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 09/01/2013.

Payments received after 09/01/2013 are subject to a \$10.00 or 10% late fee, whichever is greater.

If you are no longer doing business in the City of Hailey, please check the box below, sign and return this application so that we can update our records. Thank you.

Business Name: Dirty Bird's LLC Acct #: 432  
Doing Business As: Wiseguy Pizza Pie  
Business Address: 121 Main St. N, Unit 3B Business Phone: 788-8688  
Mailing Address: 315 Carbonate St. E Hailey ID 83333  
Business Email: ~~heidenerik@hotmail.com~~ *wiseguypizza@gmail.com* Business Fax:  
Website Address: *com*  
State ID: 00704-7227 Federal ID:  
Business Origination Date:  
Owner Name: Erik Heiden Manager Name: Erik Heiden  
Owner Phone: 720-0564 Manager Phone: 788-8688  
Emergency Contact Name:  
Emergency Contact Phone:

\*\*\*\*If this is a food service business, a copy of the Idaho South Central Health District permit must be attached.

\*\*\*\*If this is a DayCare business, a copy of the Idaho State DayCare License must be attached along with a list of all employees and thier Driver's License Numbers and Dates of Birth.

**License Fees:**

License Fee \$ 50.00  
Total Amount Due: \$ 50.00

Under penalty of license denial or revocation or other penalties provided by law, I hereby attest to the truthfulness, completion and accuracy of all information provided in this application.

Signature: \_\_\_\_\_

Date: 06/28/13

Please check box if no longer doing business in the City of Hailey.

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

RECEIVED  
 AUG 06 2013

BY: Wardlaw/oked per H.

**ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION**

75, INC  
 Box 1165  
 Hailey ID 83333

Date: 06/28/2013

It is time to renew your alcohol beverage business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 09/01/2013.

Business Name: 75, INC  
 Business Address: 416 Main St. N  
 Mailing Address: Box 1165 Hailey ID 83333  
 Business Email:

Acct #: 458  
 Business Phone: 788-3310  
 Business Fax: 788-4173

Owner Name: ~~Steven E. Clayton~~ 75 Inc.  
 Owner Address: PO Box 2208 Ketchum ID 83340

Owner Phone: ~~702-252-3661~~  
208-720-2211

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

**License Fees:**

check all that apply

Liquor	\$562.50	<input checked="" type="checkbox"/>	<u>562.50</u>
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200.00</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200.00</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$ 50.00	<input type="checkbox"/>	_____

**Total Amount Due:**

962.50

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

**All Applicants must submit a copy of:**

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

**Liquor License Applicants must also submit:**

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

**OFFICIAL USE ONLY**

State License No. \_\_\_\_\_ County License No. \_\_\_\_\_ City License No. \_\_\_\_\_

Date Approved by Council \_\_\_\_\_

Chief of Police Approval [Signature]

