

## Mary Cone

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**From:** Ann Swanson [Ann.Swanson@ishs.idaho.gov]  
**Sent:** Thursday, August 13, 2009 9:43 AM  
**To:** Mary Cone  
**Subject:** RE: Extension for nomination and photos

Excellent. Let me prepare an amendment and get it to you ASAP. Thanks. Ann

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**From:** Mary Cone [mailto:mary.cone@haileycityhall.org]  
**Sent:** Thursday, August 13, 2009 9:42 AM  
**To:** Ann Swanson  
**Cc:** Rob Lonning; Madeline Buckendorf  
**Subject:** RE: Extension for nomination and photos

I am completely fine with the extension!

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**From:** Ann Swanson [mailto:Ann.Swanson@ishs.idaho.gov]  
**Sent:** Thursday, August 13, 2009 9:40 AM  
**To:** Mary Cone  
**Cc:** Rob Lonning; Madeline Buckendorf  
**Subject:** Extension for nomination and photos

Dear Mary:

I just had a chat with Madeline Buckendorf. She is asking you for an extension to submit the documentation for the rodeo grounds as well as extending the date to submit the photos. Originally, your contract with her has a termination date of August 15, 2009. She is asking for an extension to the end of the month.

We recommend that she and Kendall be given the extra time. This whole year had such a terrible start with Congress passing the budget in a delinquent manner. Everything got a late start. I think it would behoove us all to give them two extra weeks and get the best product they can produce.

Our contract with the City calls for a billing from you on August 31, 2009. We would be happy to amend that deadline to September 15 giving you a couple more weeks to prepare the billing to send to us. We want to keep our consultants happy since we have so few in Idaho. They do a great job for us all documenting our history. Considering this might be the best record we have of a property at this point in time, we think this is OK.

The final approval is with you. Hailey is contracting with the consultants. If you are comfortable with this plan, let them know so they can adjust their schedules. Also, let me know so I can prepare an extension for our contract.

If you have any questions, just let me know.

Ann Swanson  
Grants Operations Analyst  
IDAHO STATE HISTORICAL SOCIETY  
210 Main St., Boise, ID 83702  
208.334.3861 ex. 104  
fax: 208.334.2775  
[ann.swanson@ishs.idaho.gov](mailto:ann.swanson@ishs.idaho.gov)

*The Idaho State Historical Society is an extraordinary system of cultural and historic resources comprised of the Idaho State Historical Museum, Public Archives and Research Library, State Historic Preservation Office, and Historic Sites Program. We seek to inspire, enrich and engage all Idahoans by leading the state in preserving and sharing our dynamic cultural heritage.*

## AMENDMENT TO MEMORANDUM OF AGREEMENT

This document is to amend the agreement between the City of Hailey and the Idaho State Historical Society dated October 1, 2008 covering the grant under the Certified Local Government Program. The Idaho State Historical Society will extend the termination date of the agreement to September 20, 2009 to allow for the completion of the products. This amendment is effective immediately and subject to the rules and regulations outlined in the original Agreement.

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City of Hailey

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Date

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Jan Gallimore  
State Historic Preservation Officer  
Idaho State Historical Society

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Date



RECEIVED

AUG 12 2009

TH

In Account With

City Of Hailey  
115 S Main St  
Hailey, Id 83333

WORK ORDER #

27310984

Date August 10, 2009

In accordance with your request: URD SECONDARY TO RELOCATED STREET LIGHT POLE #1280

Line Location: Elm & 4Th St, Hailey

Cost of project	\$	1,605.00
Less allowance	\$	1,542.00
Plus Unusual Cond.		
Engineering fees		
Plus Misc. charges	\$	255.00

Amount to be paid and received prior to job being scheduled for construction: Quote good for sixty days (60) days. \$ 318.00

- Please remit payment.
- Please return signed and dated Service Request and Customer Cost document (attached).
- Please return signed and dated Work Order Map.
- Other

Comments: CUSTOMER TO PROVIDE TRENCH AT 32" IN DEPTH & 2" CONDUIT FROM NEW POLE IN ALLEY WITH TRANSFORMER TO NEW STREET LIGHT POLE AT ELM AND 4TH. CUSTOMER TO PROVIDE POLE HOLES USING VACUUM TRK  
*Work order will not be released for scheduling for construction until payment and/or requested documents are signed and returned.*

**PLEASE RETURN SIGNED DOCUMENTS TO:**

Idaho Power Company  
11831 HWY 75  
PO BOX 3909  
HAILEY, ID 83333

If you have any questions, please telephone:  
Bob Rubel  
788-8015



Idaho Power Company  
Service Request

Service Request Number: 00282576

CITY OF HAILEY-318 E ELM, HLY URD SEC TO RELOCATE ST LGHT 1280

Work Order Number:

Request Type: SL

Rate Sch:

Reply By:

Eng Hours:

Eng Fee Amount (Att 98):

Eng Fee Amount (Att 16):

Eng Fee Service Agreement No:

Eng Fee Service Agreement Date:

Customer No: 2551589688

Feeder: HALY13B

Service Location: 318 ELM ST HAILEY, ID 83333

Required in Service Date: 8/12/2009

Planning Center/Team: HAILEY

Contact Detail:

CUST CITY OF HAILEY-KELLY SCHWARZ  
,, HAILEY ID 83333

788-5965

CUST CITY OF HAILEY-TOM HELLEN  
,, HAILEY ID 83333

788-9830 EXT 14

Notes

UNDERGROUND SECONDARY TO RELOCATED STREET LIGHT #1280 AT THE CORNER OF ELM AND 4TH ST FROM RELOCATED TRANSFORMER POLE IN ALLEY TO THE WEST. CITY OF HAILEY REQUESTED POLES TO BE MOVED DUE TO NEW SIDEWALK ALONG ELM ST. CITY HAS AGREED TO USE VACUUM TRUCK TO PROVIDE POLE HOLES FOR THE TWO RELOCATED POLES.



I understand that the information provided above is accurate to the best of my knowledge. Changes to load; voltage; location; etc. may result in additional engineering charges.

		<i>Bob Reul</i>	8/10/09
Client Signature	Date	Facility Rep. Signature	Date



## CUSTOMER COST QUOTE IDAHO

Customer or Project Name: <b>CITY OF HAILEY-318 E ELM, HLY URD SEC TO RELOCATE</b>	Design Number: <b>0000078722</b>	Work Order #: <b>27310984</b>
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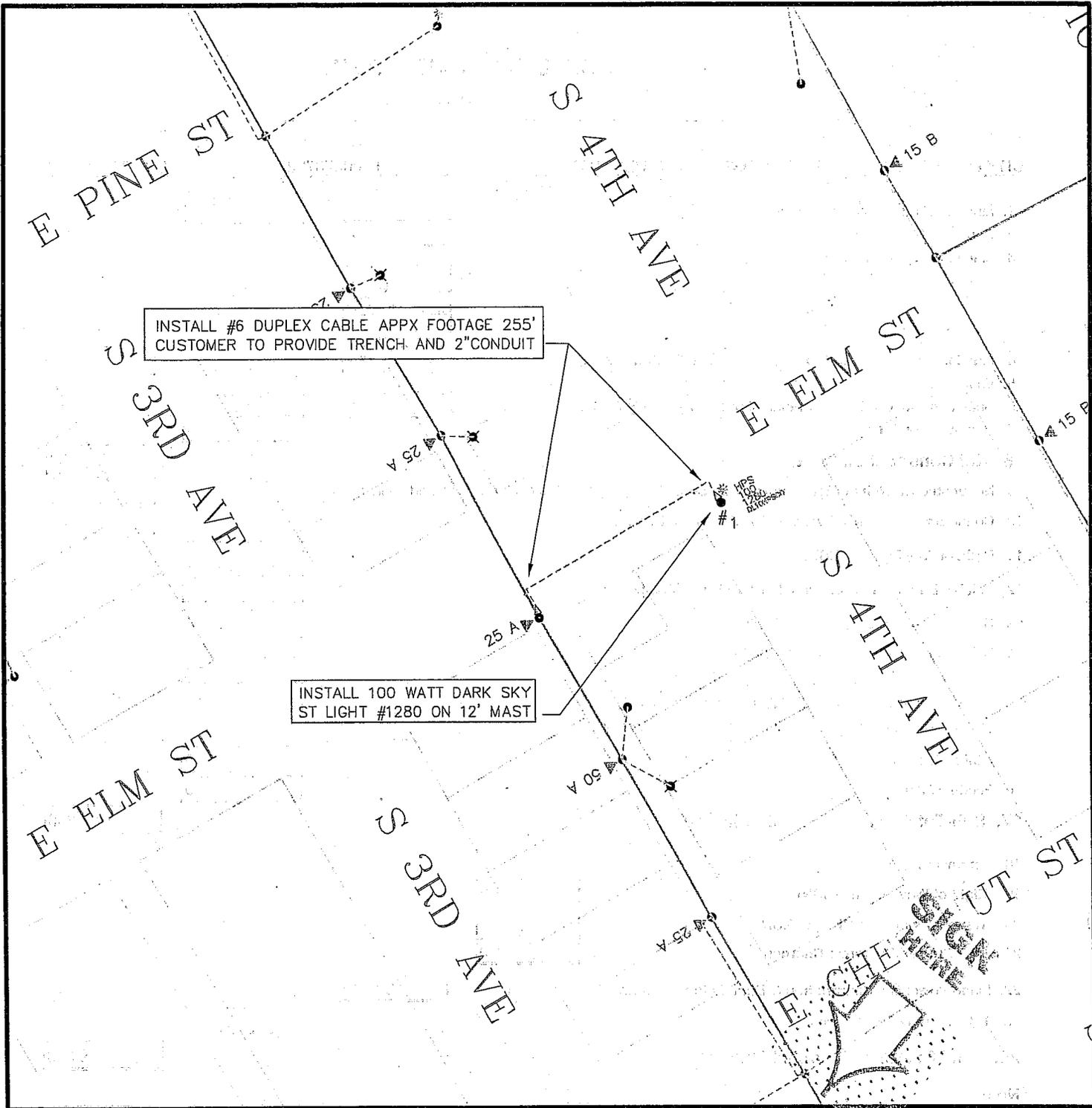
	Prepaid Fees	Credit	Debit	Totals
1. Line Installation/Upgrade Costs			1,605	
2. Company Betterment		0		
3. Line Installation Allowances				
a. Customer Cash Allowance		0		
b. Terminal Facilities Allowance		585		
c. Salvage Taxable - Credit		0		
4. Line Installation Credit (Customer Provided Trench)		957		63
5. Vested Interest                      Work Order #			0	
6. Bank Letter of Credit (for Unusual Conditions over \$10,000)		0		
7. Unusual Conditions			0	
<b>8. Net Construction Cost</b>				<b>63</b>
9. Net Vested OR Refundable Construction Cost                      (Limited to 5 years or 4 additional applicants)				0
10. Construction Cost Not Available for Vesting or Refund				63
11. Right of Way Permits (NSR)			0	
12. Billable Engineering Charges (NSR) (0 Hrs @ \$50 per Hr)			0	
13. Underground Service Charge (NSR)			0	
14. Relocation or Removal Charges (NSR)				
a. Relocation or removal with new capacity. (412)			0	
b. Relocation or removal with NO new capacity (415)			255	
c. Non-Taxable Salvage Credit on Relocation or Removal		0		
15. Other Charges			0	
16. Feeder Charge			0	
<b>17. Sub-Total Non-Refundable Charges</b>				<b>255</b>
18. Engineering Fees	\$ 0			
19. Right of Way Permits (NSR)	\$ 0			
20. Temporary Service Charge (NSR)	\$ 0			
21. Total Prepaid Customer Charges	\$ 0			
22. Idaho Power Co. Contribution & Bank Letter of Credit		\$ 1,542		
23. Total Work Order Charges			\$ 1,860	
<b>24. Total Customer Payment Due</b> (Line 8 + Line 17)				<b>\$ 318</b>

SIGN  
HERE

Notes: \_\_\_\_\_

**Notice:** This written quotation shall be binding on the Company for a period of sixty days (60) from the date below indicated, subject to changes in information provided by the Customer or changes in the Company's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission. The Customer must make payment of the quote amount not less than thirty (30) days prior to the start of construction, but the Company does not represent that construction will commence within 30 days of receipt of payment. The start

Customer Signature	Date
Quotation Date <b>8/10/09</b>	IPCo Representative <i>Bob Rulal</i>



TIMES SCALE 0 1 2 3 4 Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Job Title:  
**CITY OF HAILEY--318 ELM ST URD SECONDARY TO ST LGHT 1280**  
 Additional Description:  
 Additional Description:



Feeder Map file Name: <b>HALY1301</b>					Surveyed or GPS:	Fdr By: _____	Designer: <b>RBR6393</b>
Quo	Twn	Rng	Sec	Mer	Joint Use Attachments:	Date: _____	Design No: <b>0000078722</b>
<b>1</b>	<b>02N</b>	<b>18E</b>	<b>09</b>	<b>BM</b>	Pre-Built Date:	ArcFM By: _____	Work Order No: <b>27310984</b>
State ID	County <b>BLAINE</b>				Built as Designed:	Date: _____	
					Construction Date:		
					Operating Voltage: <b>12.5 KV</b>		

**IDAHO POWER CO. WORK ORDER MAP** SCALE: 1" = 100 Sheet 1 of 1



# Memorandum of Agreement

Project Name: Street Light #1280

Work Order No.: 27310984

The purpose of this Memorandum of Agreement (hereinafter "Agreement") is to set out in writing certain agreements between Idaho Power Company and (Developer) City Of Hailey hereinafter referred to as Developer, regarding the Developer's performing a portion of the construction work required as a part of Idaho Power Company's Work Order No: 27310984 for the (Name of Work Order) CITY OF HAILEY STREET LIGHT #1280

Developer understands and specifically agrees to the following:

1 The Developer will perform the following "work": (type of work)  
CUSTOMER TO PROVIDE ON EXCAVATION ON PROJECT. EXCAVATE SECONDARY TRENCH AT 32" IN DEPTH. CUSTOMER TO PROVIDE POLE HOLES USING VACUUM TRUCK AT 6' IN DEPTH FOR TANGENT POLE AND 5.5' IN DEPTH FOR LIGHT POLE. CUSTOMER WILL BE RESPONSIBLE FOR ALL TRENCH, BACKFILL AND SHADING MATERIAL, HAUL-OFF OF NATIVE SOIL. CUSTOMER TO BE RESPONSIBLE FOR ALL COMPACTION, LANDSCAPE REPAIRS AND TRENCH CONDITIONS THAT INCLUDE BUT NOT LIMITED TO ROCK AND FROST. CUSTOMER WILL BE RESPONSIBLE FOR TRAFFIC CONTROL FOR WORK BEING DONE IN RIGHT OF WAY.

2 The area where this "work" will be performed is marked on the Work Order map which is attached hereto and is referred to as the Developer's Work Area.

3 The above described "work" shall be performed under the direction and control of Developer who shall be acting as an independent contractor and not as an agent or employee of Idaho Power Company.

4 Developer specifically agrees to assume liability for any and all injury, disability and/or death of any workman or other person as well as any personal injury or property damage of any type resulting from or arising out of the performance of the above described "work." Developer further specifically agrees to indemnify, hold harmless and provide a full defense for Idaho Power Company, its representatives, agents, employees, officers, directors, and all other persons, associations, affiliates or corporations acting for, by or through, or in any way on behalf of Idaho Power Company from any claims, demands, actions, suits, losses, expenses or penalties of any kind or nature arising out of or by reason of the performance of the above described "work" by Developer. Additionally, in the event any such action or claim of any type is filed against Idaho Power Company as hereinbefore described, Idaho Power Company may, at its option, undertake its own defense, and Developer agrees to pay all costs, expenses and attorney fees associated with such defense.

5 Developer specifically agrees that all "work" performed by Developer under this Agreement shall be conducted in a safe manner. Developer agrees to continuously maintain proper and adequate barriers and marking around the entire "work" areas, including but not limited to trenches, to ensure the safety of Developer's workers, Idaho Power Company personnel and the public.

6 Idaho Power Company shall, at all times, retain authority to inspect, but is not required to inspect, any and all aspects of the above described "work." Developer acknowledges that he has full responsibility to ensure that the "work" is performed properly and meets the requirements, codes and specifications of all relevant authorities or regulatory bodies, including but not limited to OSHA Safety and Health Regulations, and the following specifications of Idaho Power Company:

(Company Work Specifications)

PROVIDE SECONDARY TRENCH AT 32" IN DEPTH. SEE ATTACHED TRENCHING SPECIFICATIONS 64-04-01 THROUGH 64-04-06 FROM IDAHO POWER UNDERGROUND CONSTRUCTION DISTRIBUTION MANUAL.

7 Developer acknowledges his full and continuing responsibility to use sound engineering judgment in all aspects of the performance of the above described "work." In addition, Developer agrees that at any time during the progress of said "work" and at Idaho Power Company's option, Idaho Power Company may order that any work deemed to be unsatisfactory after inspection shall be redone at Developer's expense.

8 Developer will receive credit on the Work Order in the amount of \$ 957 as a contribution in aid of construction for the "work" performed under this Agreement.

9 Idaho Power Company will install all cables, transformers and pads.

10 Except for the "work" described in Paragraphs 1 and 2 above, all the work to be performed under this Work Order and all work performed outside the Designated Developer Work Area will be performed by Idaho Power Company or its contractor.

11 All questions that arise in regard to work to be performed under this Agreement which require a response by Developer will be directed to CITY OF HAILEY-KELLY SCHWARZ

whose address is

115 S MAIN ST, HAILEY

and whose phone number is

309-1365

SIGN HERE

12 This Agreement and all of the work required to be performed under the Work Order described above is subject to all applicable schedules and tariffs approved and filed with the Idaho Public Utilities Commission.

The above Memorandum of Agreement, read and understood IDAHO POWER COMPANY and agreed to this \_\_\_\_\_ day of \_\_\_\_\_

Developer

Bob Rubel  
Idaho Power Representative

**AGENDA ITEM SUMMARY**

DATE: 8/24/09 DEPARTMENT: PW/Streets DEPT. HEAD SIGNATURE: 

**SUBJECT:** Painting traffic and bike lanes in Old Hailey and on Woodside Blvd.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** Repainting of the traffic lines and bike lanes is required on an annual basis. The attached is the contract to accomplish this task. Total bid is \$12,951.50 which includes repainting all existing striping in Old Hailey and on Woodside Blvd. This is a reduced cost from previous years as we are able to do more of the striping ourselves and some lines have not faded to where they need to be repainted.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # 100-40-41403 YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 ext. 14

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Approval of contract.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

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

Draft 12-30-03



Bid

4850 Henry Street  
Boise, Idaho 83709

PAVEMENT MARKINGS NORTHWEST, INC.

Office: (208) 388-8858  
Fax: (208) 433-8828

2nd week of September

PROPOSAL AND CONTRACT

TO: CITY OF HAILEY STREET DEPT.

PROJECT:

DATE: 30-Jul-09

CITY OF HAILEY RD. DEPT. STRIPING 2009

Name: KELLY S.

Phone #: 208-788-4221

FAX #: 208-788-2924

BID DATE: 7/30/2009

BID TIME: 2 P.M. OREGON CCB# 147795, NEVADA 52861, IDA 14891AA-4

JOB	BASE BND	EST.	UNIT	UNIT	PRICE
1	WOODSIDE 8" FOG	26,400.00	LF	\$0.130	\$3432.00
2	WOODSIDE NO PASSING	13,150.00	LF	\$0.130	\$1709.50
3	OLD TOWN NO PASSING	22000	LF	\$0.130	\$2860.00
4	OLD TOWN 4" FOG	41000	LF	\$0.100	\$4100.00
5	MOBILIZATION	1	LS	\$850.000	\$850.00

SPECIAL NOTES:

1. TRAFFIC CONTROL PROVIDED BY GENERAL CONTRACTOR, OWNER.(SHADOW VEHICLE).
2. ASSUMES PAVEMENT CLEAN, DRY, AND READY FOR PAINT
3. MOBILIZATION IS LUMP SUM.
4. DOES NOT INCLUDE REFERENCING OF MARKINGS, SURVEY BY OTHERS.
5. LINES BASED ON 4" X 1" = 1 LF. UNLESS OTHERWISE NOTED FOR PAINT AND OBLITERATION.

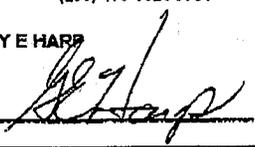
TOTAL: \$12,951.50

- 1) All material & work is guaranteed to be as specified. Plans and specifications are a part of this proposal. All agreements and warranties expressed or implied are only as attached in written form. Any alterations or deviations from project specifications involving extra costs, or any additional quantities, will become an additional charge over and above attached specifications.
- 2) Bonding is available but not included. Add 2.5% for bonding.
- 3) Full payment is due and owing on completion of work. Progress payments will be made for work if completed in stages. Interest will be charged at 1.5% per month or 18% A.P.R. for delayed payments. All expenses PMN, INC. incurs in the collection of monies due will be reimbursed to PMN, INC., including attorney & consultant fees.
- 4) Retention not to exceed that withheld by Owner. Full payment upon completion of above work.
- 5) Price is based on nothing preventing PMN, INC. from full production. No Standby is included in price. Standby at \$275.
- 6) This Proposal binding for 30 days, only if written notice of use by General Contractor is given within 48 hrs of bid opening. PMN, INC. then reserves, for 48 hrs after receipt of such notice, the right to review for bid error.
- 7) This proposal assumes all right-of-way, licenses, permits, fees, etc. are authorized & paid by Owner/General.
- 8) THIS PROPOSAL IS SUBMITTED IN GOOD FAITH BASED ON THE UNDERSTANDING THAT IT WILL BE HELD CONFIDENTIAL BY THE GENERAL CONTRACTOR AND/OR OWNER. THE PRICES AND/OR WORK WILL NOT BE SHOPPED OR PEDDLED, EVEN TO MEET QUOTAS.

PAVEMENT MARKINGS NORTHWEST, INC.  
4850 HENRY ST. BOISE, ID. 83709  
(208) 388-8858 (208) 433-8828 FAX

I have reviewed, understand and accept the above price, terms and conditions. The described work is hereby authorized on the terms offered.

GREGORY E HARR

By: 

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

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

Date: \_\_\_\_\_

THIS PROPOSAL & ALL ATTACHMENTS ARE BEING SUBMITTED BASED ON THE UNDERSTANDING THAT ALL WILL BE HELD FULLY CONFIDENTIAL BY THE CUSTOMER &/OR OWNER. THIS PROPOSAL AND ALL DATA REMAINS THE PROPERTY OF PMN, INC. AND MAY NOT BE COPIED OR DISCLOSED.

An Equal Opportunity Employer

**AGENDA ITEM SUMMARY**

**DATE:** 08/17/2009 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE:** \_\_\_\_\_

**SUBJECT:**

Alcohol Beverage License Renewals

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

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

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

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IFAPPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Approve the following alcohol beverage license renewals, which have been approved by the Hailey Police Department:

Hailey Hotel  
Fresshies

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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



# ALCOHOL BEVERAGE LICENSE APPLICATION

### APPLICATION FOR:

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

### APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: \$400<sup>00</sup>

Applicant Name: Jason Kraft

Business Name: Freshies

Business Physical Address: 177 S. main Hailey ID

Business Mailing Address: 177 S. main Hailey ID

Business Phone Number: 788-3621

Property Owner (if different from applicant): Rebecca m. thell

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

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

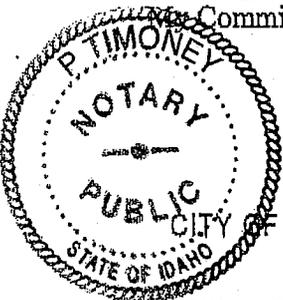
Applicant Signature: [Signature]

Date: 8-11-09

Subscribed and sworn to before me this 11 day of August, 2009

Notary Public OR City Clerk: [Signature]

Residing at: Bellemead ID  
Commission Expires 3/16/09



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

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



# ALCOHOL BEVERAGE LICENSE APPLICATION

**APPLICATION FOR:**

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

**APPLICATION IS:**

New License	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

**TOTAL DUE:** \_\_\_\_\_

Applicant Name: HAILEY HOTEL, LLC

Business Name: HAILEY HOTEL BAR AND GRILL

Business Physical Address: 201 MAIN ST. S.

Business Mailing Address: 201 MAIN ST. S.

Business Phone Number: 208-788-3140

Property Owner (if different from applicant): \_\_\_\_\_

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

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

Justin Lutz  
Applicant Signature

7/30/09  
Date

Subscribed and sworn to before me this 30 day of JULY, 2009

Regina Kiska  
Notary Public OR City Clerk

Residing at: WESTPORT, CT  
My Commission Expires 08/31/2011

Official Use Only
State License No. _____
County License No. _____
City License No. _____
Date Approved by Council _____
<u>[Signature]</u> Chief of Police

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

**AGENDA ITEM SUMMARY**

**DATE:** 08/17/2009 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE:**

**SUBJECT:**

Alcohol Beverage License Renewals

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

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Caselle # \_\_\_\_\_  
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Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IFAPPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

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Hailey Hotel  
Fresshies  
The Mint

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

AUG 19 2009



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

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"/>	_____

APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: 962.50

Applicant Name: Mint Bar, Inc.

Business Name: Mint Bar, Inc.

Business Physical Address: 116 S. Main Street, Hailey

Business Mailing Address: Box 3212, Hailey

Business Phone Number: (208) 788-1051

Property Owner (if different from applicant): \_\_\_\_\_

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

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

Jack Pashtkin  
Applicant Signature

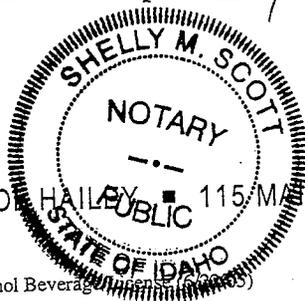
8-18-09  
Date

Subscribed and sworn to before me this 18<sup>th</sup> day of August, 20 09

Shelly M. Scott  
Notary Public OR City Clerk

Residing at: Lincoln County  
My Commission Expires 11/16/2011

<b>Official Use Only</b>	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
<u>[Signature]</u>	Chief of Police



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



AGENDA ITEM SUMMARY

DATE: 8/24/2009

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Contract for Services – Blaine County Housing Authority

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed Contract for Services with the Blaine County Housing Authority. This contract has been briefly discussed during several budget hearings. The contract is essentially the same as the 2008-09 contract, except for the dates, some references to ARCH (paragraphs 1(a), 1(b) and 5) and workshops (paragraph 4(c)). I believe the contract is acceptable.

If you have any questions, please contact me. Thanks.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the Contract for Services and authorize the Mayor to sign.

FOLLOW-UP REMARKS:

## CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into as of October 1, 2009, by and between the CITY OF HAILEY, IDAHO, a municipal corporation ("Hailey") and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority ("BCHA") (Hailey and BCHA are collectively referred to as "Parties").

### RECITALS

A. Hailey is a municipal corporation duly organized and existing under the laws of the State of Idaho.

B. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.

C. BCHA has proposed to assist the City of Hailey with affordable housing product development, to act as a clearinghouse for information and maintain community housing guidelines and monitor occupancy compliance.

D. Pursuant to Idaho Code §§ 50-301 and 50-302, Hailey is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

E. Hailey has deed restricted community housing units and anticipates the construction of additional deed restricted community housing units within its municipal boundaries. The deed restricted community housing units may be income based deed restricted units, workforce deed restricted units or other deed restricted units.

F. The Parties have previously entered into a Contract for Services with a term expiring September 30, 2009 ("2008/2009 Contract").

G. The Parties wish to extend and amend the 2008/2009 Contract and enter into a new contract for services.

H. The Parties recognize that i) BCHA is a central and experienced clearinghouse for candidates for deed restricted units and that BCHA is capable of monitoring compliance of deed restricted units, ii) the parties are supportive of appropriate modifications of the collection, analysis and presentation of data to better understand and identify the changing or varying needs within the different communities within Blaine County, iii) BCHA maintains the Blaine County Housing Guidelines, iv) the Guidelines are based on the needs identified in the Blaine County Needs Assessment, and v) the Guidelines are intended to supplement city and county land use and building codes.

I. In the future, Hailey intends to grant BCHA an interest in all income based and workforce deed restricted units, and in any other units that are deed restricted.

J. Subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement with BCHA providing certain services for the consideration set forth herein.

## AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Services Received. BCHA agrees to provide the following services to Hailey during the term of this Agreement:

1. Database Management:

- a. Maintain accurate, up-to-date database of qualified applicants for BCHA, ARCH Community Housing Trust, and other jurisdiction managed community housing. (BCHA and ARCH to utilize a "universal" application form and single, shared database.) Begin quarterly application update process.
- b. Match buyers and renters to available community housing units managed by BCHA as well as those managed by ARCH and other organizations or governmental entities.
- c. Provide data regarding the applicant database to the County, cities, developers and civic organizations requesting assistance in planning and allocating community housing.

2. Asset Management:

- a. Manage the BCHA inventory of for-sale and rental community housing. This includes, but is not limited to: (i) monitoring occupancy to ensure compliance with the applicable BCHA deed covenants at least once each annum, (ii) preserving housing stock by ongoing monitoring and enforcement, and (iii) providing referrals to counseling and consulting services to minimize any loss of community housing owners due to payment problems.
- b. Provide Notices of Intent to Sell and Rent in a timely manner to facilitate quick sale and rent, as applicable.

3. Communication and Educations Programs:

- a. Be a resource for homebuyer education and credit counseling.
- b. Communicate regularly to the external community (public at large, press, employers, real estate professionals, mortgage lenders) as well as the applicants and homeowners of Community Homes regarding BCHA programs, expertise, useful information and success stories.

- c. Provide regular (not less often than quarterly) reports and appearances (not less than semi-annually) before the County and cities regarding status of contract services.
  - d. Provide online newsletter with current news, tips and information about programs, activities and educational opportunities regarding community housing.
  - e. Hold Housing Fairs, as needed, to educate and attract new candidates to the Community Homes Database of potential applicants.
4. Planning:
- a. Facilitate ongoing planning for community housing by providing information regarding local needs and development standards to government entities and public/private development entities.
  - b. Seek to engage full community participation/feedback in program planning and service quality assurance issues.
  - c. Organize collaborative workshop(s) with other entities involved in aspects of housing to (a) identify challenges and opportunities in the current economic environment, (b) discuss appropriate short term activities in recognition of the current economy, and (c) engage in strategic planning to identify various housing options appropriate for the current and future economic and development climate.
5. BCHA will continue to cooperate with and support ARCH Community Housing Trust and other partners in providing the following services during 2009/2010:
- a. Development and construction of new community housing.
  - b. Origination of grant proposals and proposals for designated government funding sources for operations or development.
  - c. Development of strategies for using in-lieu fees for buy-down, acquisition and/or subsidy programs.
  - d. Development of programs with non-profits and other agencies and mortgage lenders to take advantage of foreclosure and bank-owned real estate opportunities.

Additional Services:

- a. BCHA shall enter into Notices of Intent to Sell for income and workforce based deed restricted units with applicable developers before a certificate of occupancy is issued for affordable units within a development. The Notices of Intent to Sell will allow the marketing of deed restricted units before the units are available for occupancy with the goal of reducing the period of non-occupancy.

- b. As may be requested, BCHA shall provide Hailey staff and/or officials with training and education relating to community housing and with information related to best practices regarding community housing and available resources for programs and services related to community housing, assistance with interpretation of the housing needs assessment and guidelines and input on development proposals related to the provision of community housing.

2. Term. The term of this Agreement shall commence and be effective on the 1<sup>st</sup> day of October, 2009, and shall terminate on the 30<sup>th</sup> day of September, 2010. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon ninety (90) days advance written notice to the other for any reason or no reason. In addition, the Parties agree that in the event BCHA fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Hailey shall have the power to terminate this Agreement upon fifteen (15) days' advance written notice to BCHA. Furthermore, this Agreement shall be terminable by Hailey upon five (5) days' advance written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

3. Consideration. In consideration for providing the services described in paragraph 1 of this Agreement, BCHA shall receive the administrative fee as specified in the income based deed covenants and workforce deed covenants from the proceeds of the sales price at the time of closing. Following the execution of this Agreement, Hailey agrees to require an administrative fee of three percent (3%) of the gross sales price on all income based deed restricted units at the time of closing. For workforce market deed restricted units, Hailey agrees to require an administrative fee of three percent (3%) of the gross sales price, or two percent (2%) of the gross sales price in the event the seller has a signed listing agreement in effect with a realtor. In consideration for providing the services described in paragraph 1 of this Agreement, Hailey shall pay BCHA Five Hundred and no/100's Dollars (\$500.00) per month, beginning October 1, 2009, and continuing on the first day of every month thereafter for the term of this Agreement.

4. Special Projects. The Parties anticipate that Hailey will need the assistance of BCHA to further interpret and analyze the housing needs assessment and revise Hailey standards to better respond to and address the housing needs of Hailey employers and residents and that it would be appropriate for the Parties to enter into an agreement specifying the scope of the services involving the needs assessment and ordinance revisions.

5. Miscellaneous Provisions.

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

B. Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to the Parties at the following addresses:

City of Hailey  
115 S. Main Street, Suite H  
Hailey, ID 83333

BCHA  
Post Office Box 550  
Hailey, ID 83333

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

C. Equal Employment Opportunity. BCHA covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

D. Hold Harmless Agreement. Any contractual obligation entered into or assumed by BCHA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of BCHA's obligations pursuant to this Agreement shall be the sole responsibility of BCHA, and BCHA covenants and agrees to indemnify and hold Hailey harmless from any and all claims or causes of action arising out of BCHA's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

E. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

F. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

G. Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

H. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

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

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

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

L. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

M. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. In the event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to demand that BCHA convey its interest in all Hailey income based deeds, workforce deeds or similar deeds to Hailey. In such an event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to pursue specific performance for the conveyance of BCHA's interest in the income based, workforce or similar deeds.

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

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

P. Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the Parties.

Q. Interpretation. This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and interpreted and enforced under the laws of the State of Idaho. No presumption shall exist in favor of or against any party to this Agreement as the result of drafting and preparing this Agreement. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and years first written above.

BLAINE COUNTY HOUSING AUTHORITY    CITY OF HAILEY

By \_\_\_\_\_  
Kathy Grotto  
Executive Administrator

By \_\_\_\_\_  
Richard L Davis  
Hailey Mayor

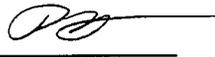
ATTEST:

By \_\_\_\_\_

Hailey City Clerk

DRAFT

AGENDA ITEM SUMMARY

DATE: 8/10/09 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to approve the 2010 – 2012 Park Maintenance contract to Idaho Proscapes and authorize the mayor to sign.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Bids for a three year contract for park maintenance were opened on July 31, 2009. There were five bidders for this contract. An attached spreadsheet provides information on the bids received. Based upon these bids it is the PW Department's recommendation that a contract be awarded to Idaho Proscapes. Idaho Proscapes has been the City's Park Maintenance contractor for the past three years.

The recommended bid is in line with our proposed 2009-2010 budget.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14  
Comments:

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)  
\_\_\_\_ City Attorney      \_\_\_\_ Clerk / Finance Director      \_\_\_\_ Engineer      \_\_\_\_ Building  
\_\_\_\_ Library      \_\_\_\_ Planning      \_\_\_\_ Fire Dept.      \_\_\_\_  
\_\_\_\_ Safety Committee      \_\_\_\_ P & Z Commission      \_\_\_\_ Police      \_\_\_\_  
\_\_\_\_ Streets      \_\_\_\_ Public Works, Parks      \_\_\_\_ Mayor      \_\_\_\_

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**  
Date \_\_\_\_\_

City Clerk \_\_\_\_\_

2010 - 2012 PARK MAINTENANCE BIDS					Total	Comments
Contractor	2010	2011	2012			
Idaho Proscapes	\$47,505	\$50,045	\$54,685	\$152,235	Complete Bid	
Clearwater Landscaping	\$52,625	\$54,204	\$55,829	\$162,658	No Bid Bond or Organic Certification	
Big Wood Landscape	\$58,210	\$58,210	\$58,210	\$174,630	No Organic Certification	
Millennial Landscape Service	\$66,750	\$66,750	\$68,085	\$201,585	No Bid Bond or Organic Certification	
All Seasons Landscaping	\$108,916	\$108,916	\$108,916	\$326,748	No Organic Certification	

**BID INFORMATION AND TOTALS**

All bids shall be sealed and delivered to the office of the City Clerk before the hour of 2:00 P.M. on the 3rd day of May, 2006. The City of Hailey retains the right to accept or reject any or all bids.

2010

Mowing and irrigation cost per week:

Roberta McKercher Park	105	x 22 =	2310. <sup>00</sup>
Lawrence Heagle Park	110	x 22 =	2420. <sup>00</sup>
Lion's Park	105	x 22 =	2310. <sup>00</sup>
Curtis Park	55	x 22 =	1210. <sup>00</sup>
Deerfield Park	75	x 22 =	1650. <sup>00</sup>
Hop Porter Park	120	x 22 =	2640. <sup>00</sup>
FoxMoor Park	90	x 22 =	1980. <sup>00</sup>
FoxMoor Bike Path	65	x 22 =	1430. <sup>00</sup>
Balmoral Park	105	x 22 =	2310. <sup>00</sup>
Keefer Park	150	x 22 =	3300. <sup>00</sup>
Echo Hill Park	70	x 22 =	1540. <sup>00</sup>
Skateboard Park	70	x 22 =	1540. <sup>00</sup>
Northridge Well Site	45	x 22 =	990. <sup>00</sup>
River Street Well Site	35	x 22 =	770. <sup>00</sup>
Woodside Well Site	35	x 22 =	770. <sup>00</sup>
Spring Source	95	x 22 =	2090. <sup>00</sup>

*63 minutes  
28,140*

*water  
4620*

Total this item \$ 29,260.<sup>00</sup>

Mowing Founder's Field Pathway (3 times/summer) \$ 1,230.<sup>00</sup>

Winterizing of Irrigation systems in Fall, 2010 Lump sum \$ 1,075.<sup>00</sup>

Fertilizing cost per time per park:

Roberta McKercher Park	210	x 2 =	420. <sup>00</sup>
Lawrence Heagle Park	230	x 2 =	460. <sup>00</sup>
Lion's Park	210	x 2 =	420. <sup>00</sup>
Curtis Park	80	x 2 =	160. <sup>00</sup>
Deerfield Park	180	x 2 =	360. <sup>00</sup>
Hop Porter Park	240	x 2 =	480. <sup>00</sup>
FoxMoor Park	140	x 2 =	280. <sup>00</sup>
Balmoral Park	160	x 2 =	320. <sup>00</sup>
Keefer Park	320	x 2 =	640. <sup>00</sup>
FoxMoor Bike Path	155	x 2 =	310. <sup>00</sup>
Echo Hill Park	80	x 2 =	160. <sup>00</sup>
Skateboard Park	80	x 2 =	160. <sup>00</sup>

Total this item \$ 4,170.<sup>00</sup>

Specify type, quantity, and dates of fertilizer application: Proganic 8-2-4  
granular type fertilizer (organic). To be applied at a  
rate of 10 to 15 lbs. per 1000 square feet. To be  
applied in Spring & late Summer - weather permitting.

Broadleaf control per park per season:

Roberta McKercher Park	<u>250.<sup>00</sup></u>
Lawrence Heagle Park	<u>220.<sup>00</sup></u>
Lion's Park	<u>230.<sup>00</sup></u>
Curtis Park	<u>90.<sup>00</sup></u>
Deerfield Park	<u>190.<sup>00</sup></u>
Hop Porter Park	<u>250.<sup>00</sup></u>
FoxMoor Park	<u>140.<sup>00</sup></u>
FoxMoor Bike Path	<u>130.<sup>00</sup></u>
Balmoral Park	<u>210.<sup>00</sup></u>
Keefer Park	<u>375.<sup>00</sup></u>
Echo Hill Park	<u>95.<sup>00</sup></u>
Skateboard Park	<u>95.<sup>00</sup></u>

Total this item \$ 2275.<sup>00</sup>

Seasonal raking, thatching, and sod repair all parks - lump sum:

\$ 4875.<sup>00</sup>

Cleaning of restrooms per time:

Lawrence Heagle Park 30 x 2 = 60.<sup>00</sup> /wk

Hop Porter Park 30 x 2 = 60.<sup>00</sup> /wk

Keefer Park (2 restrooms) 45 x 2 = 90.<sup>00</sup> /wk

Total this item \$ 4620.<sup>00</sup> /yr

Total bid - 2010 \$ 47,505.<sup>00</sup>

*6 B...  
42,895  
with  
\$4,620*

**2011:**

Mowing and irrigation cost per week:

Roberta McKercher Park	<u>105</u> x 22 = <u>2310.<sup>00</sup></u>
Lawrence Heagle Park	<u>110</u> x 22 = <u>2420.<sup>00</sup></u>
Lion's Park	<u>105</u> x 22 = <u>2310.<sup>00</sup></u>
Curtis Park	<u>60</u> x 22 = <u>1320.<sup>00</sup></u>
Deerfield Park	<u>85</u> x 22 = <u>1870.<sup>00</sup></u>
Hop Porter Park	<u>120</u> x 22 = <u>2640.<sup>00</sup></u>
FoxMoor Park	<u>90</u> x 22 = <u>1980.<sup>00</sup></u>
FoxMoor Bike Path	<u>75</u> x 22 = <u>1650.<sup>00</sup></u>
Balmoral Park	<u>105</u> x 22 = <u>2310.<sup>00</sup></u>
Keefer Park	<u>170</u> x 22 = <u>3740.<sup>00</sup></u>
Echo Hill Park	<u>70</u> x 22 = <u>1540.<sup>00</sup></u>
Skateboard Park	<u>70</u> x 22 = <u>1540.<sup>00</sup></u>
Northridge Well Site	<u>45</u> x 22 = <u>990.<sup>00</sup></u>
River Street Well Site	<u>35</u> x 22 = <u>770.<sup>00</sup></u>

*6 PM  
25,630  
with  
\$4,730*

(2011)

Woodside Well Site  
Spring Source

$\$ 35 \times 22 = \$ 770.00$   
 $\$ 100 \times 22 = \$ 2200.00$

Total this item  $\$ 30,360.00$

Mowing Founder's Field Pathway (3 times/summer)

$\$ 1230.00$

Winterizing of Irrigation systems in Fall, 2011

Lump sum  $\$ 1150.00$

Fertilizing cost per time per park:

Roberta McKercher Park  
Lawrence Heagle Park  
Lion's Park  
Curtis Park  
Deerfield Park  
Hop Porter Park  
Fox Moor Park  
FoxMoor Bike Path  
Balmoral Park  
Keefer Park  
Echo Hill Park  
Skateboard Park

$\$ 215 \times 2 = \$ 430.00$   
 $\$ 230 \times 2 = \$ 460.00$   
 $\$ 215 \times 2 = \$ 430.00$   
 $\$ 85 \times 2 = \$ 170.00$   
 $\$ 180 \times 2 = \$ 360.00$   
 $\$ 250 \times 2 = \$ 500.00$   
 $\$ 150 \times 2 = \$ 300.00$   
 $\$ 155 \times 2 = \$ 310.00$   
 $\$ 160 \times 2 = \$ 320.00$   
 $\$ 345 \times 2 = \$ 690.00$   
 $\$ 80 \times 2 = \$ 160.00$   
 $\$ 80 \times 2 = \$ 160.00$

Total this item  $\$ 4290.00$

Specify type, quantity, and dates of fertilizer application: Proganic 8-2-4  
granular Type Organic Fertilizer. To be applied at a  
rate of up to 15 lbs per 1000 sq. ft. To be applied in  
spring and late summer weather permitting.

Broadleaf control per park per season:

Roberta McKercher Park  
Lawrence Heagle Park  
Lion's Park  
Curtis Park  
Deerfield Park  
Hop Porter Park  
FoxMoor Park  
FoxMoor Bike Path  
Balmoral Park  
Keefer Park  
Echo Hill Park  
Skateboard Park

$\$ 250.00$   
 $\$ 240.00$   
 $\$ 230.00$   
 $\$ 90.00$   
 $\$ 205.00$   
 $\$ 270.00$   
 $\$ 150.00$   
 $\$ 140.00$   
 $\$ 210.00$   
 $\$ 385.00$   
 $\$ 95.00$   
 $\$ 95.00$

Total this item  $\$ 2360.00$

Seasonal raking, thatching, and sod repair all parks - lump sum:

$\$ 5375.00$

Cleaning of restrooms per time:  
Lawrence Heagle Park

$\$ 35 \times 2 = \$ 70.00$  /wk

Hop Porter Park

$\$35 \times 2 = \$70.00 / \text{wk}$

Keefer Park (2 restrooms)

$\$50 \times 2 = \$100.00 / \text{wk}$

Total this item  $\$5280.00 / \text{yr}$

Total bid - 2011  $\$50,045.00$

*6 General  
45,315  
with  
4730*

2012:

Mowing and irrigation cost per week:

Roberta McKercher Park

$\$110 \times 22 = \$2420.00$

Lawrence Heagle Park

$\$115 \times 22 = \$2530.00$

Lion's Park

$\$110 \times 22 = \$2420.00$

Curtis Park

$\$70 \times 22 = \$1540.00$

Deerfield Park

$\$95 \times 22 = \$2090.00$

Hop Porter Park

$\$130 \times 22 = \$2860.00$

FoxMoor Park

$\$105 \times 22 = \$2310.00$

FoxMoor Bike Path

$\$95 \times 22 = \$2090.00$

Balmoral Park

$\$115 \times 22 = \$2530.00$

Keefer Park

$\$185 \times 22 = \$4070.00$

Echo Hill Park

$\$75 \times 22 = \$1650.00$

Skateboard Park

$\$75 \times 22 = \$1650.00$

Northridge Well Site

$\$50 \times 22 = \$1100.00$

River Street Well Site

$\$40 \times 22 = \$880.00$

Woodside Well Site

$\$40 \times 22 = \$880.00$

Spring Source

$\$105 \times 22 = \$2310.00$

Total this item  $\$33,330.00$

*6 Feb  
2,860*

*with  
65,120*

Mowing Founder's Field Pathway (3 times/summer)

$\$1230.00$

Winterizing of Irrigation systems in Fall, 2012

Lump sum

$\$1,175.00$

Fertilizing cost per time per park:

Roberta McKercher Park

$\$225 \times 2 = \$450.00$

Lawrence Heagle Park

$\$240 \times 2 = \$480.00$

Lion's Park

$\$225 \times 2 = \$450.00$

Curtis Park

$\$90 \times 2 = \$180.00$

Deerfield Park

$\$195 \times 2 = \$390.00$

Hop Porter Park

$\$275 \times 2 = \$550.00$

FoxMoor Park

$\$165 \times 2 = \$330.00$

FoxMoor Bike Path

$\$160 \times 2 = \$320.00$

Balmoral Park

$\$175 \times 2 = \$350.00$

Keefer Park

$\$390 \times 2 = \$780.00$

Echo Hill Park

$\$90 \times 2 = \$180.00$

Skateboard Park

$\$90 \times 2 = \$180.00$

Total this item  $\$4,640.00$

Specify type, quantity, and dates of fertilizer application: Proganic 8-2-4  
granular Type Organic Fertilizer. To be applied at a  
rate of up to 15 lbs per 1000 square feet. To be applied in  
spring and late summer weather permitting.

Broadleaf control per park per season:

Roberta McKercher Park	\$ 260.00
Lawrence Heagle Park	\$ 250.00
Lion's Park	\$ 240.00
Curtis Park	\$ 95.00
Deerfield Park	\$ 210.00
Hop Porter Park	\$ 280.00
FoxMoor Park	\$ 155.00
FoxMoor Bike Path	\$ 155.00
Balmoral Park	\$ 215.00
Keefer Park	\$ 425.00
Echo Hill Park	\$ 105.00
Skateboard Park	\$ 105.00

Total this item \$ 2495.00

Seasonal raking, thatching, and sod repair all parks - lump sum:

\$ 5875.00

Cleaning of restrooms per time:

Lawrence Heagle Park \$ 40 x 2 = \$ 80.00 /wk

Hop Porter Park \$ 40 x 2 = \$ 80.00 /wk

Keefer Park (2 restrooms) \$ 55 x 2 = \$ 110.00 /wk

Total this item \$ 5940.00 /yr

Total bid - 2012 \$ 54,685.00

Total Bid 2010 - 2012

\$ 152,235.00

6 restrooms  
49575  
work  
55770  
137715  
814520

Name of Company submitting bid Idaho Proscapes, Inc.  
 (Please Print)  
 Mailing Address P.O. Box 280  
Hailey, Id 83333

Public Works Contractor License Number: RCE-19516

Signature of Principal of Company [Signature]

Date of Bid 7-23-09

## CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF HAILEY 115 South Main Street, Hailey, Idaho 83333, a municipal corporation ("Hailey"), and Idaho PROSCAPES, INC. ("Contractor").

### RECITALS

- A. Hailey requires that the city parks be maintained in a safe and attractive manner for the citizens of the City of Hailey from May 1, 2010 through October 31, 2012.
- B. Contractor has the ability to perform maintenance of the city parks and public restrooms for the City of Hailey as more particularly described herein and has submitted a quote for doing so.
- C. The Hailey City Council directed that the award for maintenance of the city parks for the years 2010, 2011 and 2012 be made to the Contractor.

### COVENANTS, TERMS, AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, Hailey and Contractor agree as follows:

1. Description of the Work. Contractor shall perform the following work at each of the city parks as noted on the specification and bid documents for this project in a workmanlike manner and to the City of Hailey's satisfaction:
  - a.) Twenty-two (22) weekly mowings and trimmings for each of the eleven (11) municipal parks and the Foxmoor Bike Path, twelve (12) mowings and trimmings of four Water Department Sites, and three (3) mowings of the Founders Field Pathway as described in paragraph 4 below, beginning May 1, 2010 and ending approximately October 31, 2012. The number of mowings and trimmings are subject to variations in weather conditions and the direction of Hailey.
  - b.) Two (2) fertilizer applications of an appropriate type fertilizer dependent upon the time of year applied for each of the eleven (11) municipal parks and the Foxmoor Bike Path. Fertilizing shall occur in early Spring and late Summer. In determining when fertilizer applications may occur, Contractor may rely on its experience and expertise in such matters.
  - c.) All maintenance and repair including, but not limited to, activating, setting, monitoring, and winterizing of the irrigation systems for each of the eleven (11) municipal parks herein described. All sprinkler heads shall be adjusted, checked, and cleaned as needed throughout the "growing season". Contractor shall be responsible for keeping such parks adequately watered to Hailey's satisfaction. Winterizing of the irrigation systems shall be completed by October 15 of each year, as necessitated by weather conditions, or at the direction of Hailey. Contractor shall be

adequately trained on winterizing by Hailey or its representative. Hailey reserves the right to inspect or witness all winterizing of irrigation systems by the Contractor.

- d.) Spring and Fall cleanup for each of the eleven (11) municipal parks including, but not limited to power raking, lawn sweeping or mowing to remove dead grass and/or leaves. Shrub/tree pruning and cleaning/edging of beds and tree wells. Fall clean-up will be performed as late as practical dependent on weather conditions.
  - e.) Weekly clean-up including, but not limited to, removing debris and litter while on site for mowing. Repair, on a weekly basis, of damaged sod areas in each park.
  - f.) Conduct broadleaf weed control for each of the eleven (11) municipal parks and FoxMoor Bike Path provided as per accepted spraying practices for the varieties of weed found in each park.
  - g.) Cleaning of restrooms at Lawrence Heagle Park, Keefer Park and Hop Porter Park on Tuesday and Friday mornings which shall include the restocking of toilet paper, hand towel paper (supplied by the City of Hailey) and the washing of floors, wash basins, toilets, mirrors, doors, walls and stalls during the 22 week period of weekly mowings and trimmings.
2. Modification. The above described work schedule is subject to modification in the case of special events. Contractor will receive notification from Hailey in the case of such events and will modify its schedule accordingly.
3. Materials. All materials, and all costs related thereto, for the above described work shall be supplied by the Contractor, exclusively at the Contractor's expense, with the exception of materials needed for repair and/or replacement of the irrigation systems. Such repair and/or replacement shall be conducted only upon written authorization by Hailey.
4. Areas of Work. The maintenance and work herein described shall be performed in the following municipal parks and other city property:

Municipal Parks: Roberta McKercher Park  
Lawrence Heagle Park  
Lion's Park  
Curtis Park  
Deerfield Park  
Hop Porter Park  
Fox Moor Park  
Keefer Park  
Balmoral Park  
Echo Hill Park  
Skateboard Park

Other City Properties: Fox Moor Bike Path

Northridge Well Site  
 River Street Well Site  
 Woodside Well Site  
 City Spring Source  
 Founders Field Pathway

5. Consideration. As consideration for the above described material and work to be performed herein and upon performance of the work and maintenance herein described to Hailey's satisfaction, Hailey shall pay Contractor the sum of \$145,635.00 as per the following schedule:

	2010	2011	2012
MAY	\$7,567.50	\$7,982.50	\$8,722.50
JUNE	\$7,567.50	\$7,982.50	\$8,722.50
JULY	\$7,567.50	\$7,982.50	\$8,722.50
AUGUST	\$7,567.50	\$7,982.50	\$8,722.50
SEPTEMBER	\$7,567.50	\$7,982.50	\$8,722.50
OCTOBER	\$7,567.50	\$7,982.50	\$8,722.50
	\$45,405.00	\$47,895.00	\$52,335.00

6. Change Orders. There shall be no modification or amendment of this Agreement, nor any increase in the amount of consideration provided above, except by means of written change orders executed by both parties hereto.
7. Indemnification. Contractor covenants and agrees to indemnify and hold harmless Hailey from and against any and all claims, causes of action, damages, costs, and expenses including attorneys fees, as a result of any act or omission on the part of the Contractor or Contractor's employees, agents, invitees, or subcontractors, arising from the performance of this Agreement, including any claims or causes of action arising during the term of this Agreement or after the completion thereof.
8. Insurance. The Contractor shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting Hailey against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations under this Agreement or the Contractor. Such policy shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of Hailey are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to Hailey. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against Hailey, or Hailey's insurer with regard to the aforementioned losses or damages. The Contractor's certificates of insurance shall name Hailey and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Contractor under this Agreement. Contractor shall also secure and maintain at least the statutory amounts of worker's

compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated. The Franchisee shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

9. Notices. All notices given in connection with this Agreement shall be in writing and mailed to the appropriate party at the following addresses:

HAILEY:                      City of Hailey  
                                    Public Works Manager  
                                    115 South Main Street  
                                    Hailey, Idaho 83333

CONTRACTOR:              Idaho Proscapes, Inc.  
                                    Attn: Benito Martinez  
                                    P O Box 280  
                                    Hailey, ID 83333

10. Attorney's Fees. In the event either party hereto is required to retain an attorney to interpret or enforce the terms and conditions of this Agreement, or to recover damages as a result of a breach of this Agreement, the prevailing party in any such dispute shall recover from the other party all attorney's fees incurred by the prevailing party, whether or not litigation is instituted or concluded, on appeal or in bankruptcy proceedings.
11. Governing Law. This agreement is governed by, and enforced in accordance with, the laws and decision of the State of Idaho.
12. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties hereto, and no amendment or modification to this Agreement shall be made except by means of a written instrument duly executed by both parties.
13. Non-Appropriation. No commitment of public funds will be made prior to the approval of this Agreement. The terms of this Agreement are contingent upon sufficient appropriations being made by the City Council for the performance of this Agreement. If sufficient appropriations are not made, this Agreement shall terminate. Termination pursuant to the terms of this Agreement shall not result in any claim for payment or damages by City. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

EXECUTED effective the day and year first above written.

CITY OF HAILEY

By \_\_\_\_\_  
Rick Davis, Mayor

ATTEST:

Mary Cone, City Clerk

IDAHO PROSCAPES, INC.

By [Signature]  
Title [Signature]

CONTRACTOR  
[Signature]

[Faint, illegible text]

[Faint, illegible text]

[Faint, illegible text]