

AGENDA ITEM SUMMARY

DATE: 10/26/09 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve recommendation for Contractor Snow Plowing Services

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Bids were received on October 19 for the 09/10 snow removal season to provide equipment and operators to assist the city crews. The requested bids were similar to last year except we did not include any minimum payments in the request.

The attached information includes a spreadsheet along with the bid forms received. After a review of the proposals and compliance with specifications it is recommended that all the contracts be awarded to Sluder Construction. The hours used in the spreadsheet to provide estimated total contract prices are based upon last years actual hours increased by approximately 30% to allow for a heavier snow year. Additional information is provided to clarify the selection.

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 _____

| Equipment & Estimated Hours | Sluder | Katco | Burkes | B&G Dirtworks |
|---------------------------------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Loaders(2) & Operator (100) | \$79.00 | \$75.00 | \$110.00 | \$84.00 |
| Dozer & Operator (75) | \$94.50 | \$80.00 | \$120.00 | \$91.00 |
| Snow Blower Operator (100) | \$50.00 | N/A | N/A | N/A |
| Haul Trucks (4) (200) | \$84.50 | \$80.00 | \$100.00 | N/A |
| Operators (100) | \$40 / \$50 for OT | N/A | N/A | N/A |
| Total Cost Estimate Including Mobilization | | | | |
| Loaders(2) & Operator (100) | \$15,800.00 | \$15,000.00 | \$22,000.00 | \$18,000.00 |
| Dozer & Operator (75) | \$7,087.50 | \$6,000.00 | \$9,000.00 | \$7,425.00 |
| Snow Blower Operator (100) | \$5,000.00 | N/A | N/A | N/A |
| Haul Trucks (4) (200) | \$16,900.00 | \$16,000.00 | \$20,000.00 | N/A |
| Operators (100) | \$4 - \$5,000/Operator | N/A | N/A | N/A |
| Compliance with Specifications | | | | |
| Loaders(2) & Operator (100) | Yes | No - loaders do not meet Tier 3 Emissions standards, 1 loader is larger than needed and inefficient for the desired work | No - loaders do not meet Tier 3 Emissions standards | Yes - Hourly rate does not include mobilization |
| Dozer & Operator (100) | Yes | No - Too large and doesn't meet ground pressure requirements | No - Too large and doesn't meet ground pressure requirements | Yes - Hourly rate does not include mobilization |
| Snow Blower Operator (150) | Yes | N/A | N/A | N/A |
| Haul Trucks (4) (150) | Yes | No - Only 3 bid instead of 4 requested, Not staying at City Shop | No - Not staying at City Shop | N/A |
| Operators (100) | Yes | N/A | N/A | N/A |
| Additional Comments | | | | |
| | | Contractor provided haul trucks in 08/09 but substituted a smaller, less efficient truck during the season | | Contractor reserved the right to withdraw the bid if prices rise before work begins |

Date: 9/30/09

Operator Rental for Operation of City Snowblower

Requirements

- Prior Snowblower Operating Experience
- Liability insurance with 1 million dollar per occurrence with the City of Hailey named as additionally insured.

Please bid 1 Operator.
Operators shall be bid by the hour.

BID FORM – CDL LICENSED OPERATORS

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 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Operator Requirements:

| | |
|--------------------------------------|---------------------------------------------------------------------|
| <u>Description</u> | |
| Snowblower Operation Experience | <u>Idaho State transportation dept</u> |
| | <u>3 yrs - City of Hailey 1 yr</u> |
| Liability Insurance will be provided | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

| | |
|---------------------|---------------------|
| <u>Description</u> | <u>Cost/Hour</u> |
| Snowblower Operator | <u>one operator</u> |
| | <u>\$50.00</u> |

SLUDER

Date: 9/30/09

Operator Rental for Operation of City Equipment

Requirements

- Class A CDL Required
- Liability insurance with 1 million dollar per occurrence with the City of Hailey named as additionally insured.

Please bid 1 Operator. Up to three operators could be needed.
 All Operators shall be bid by the hour.

BID FORM – CDL LICENSED OPERATORS

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 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Operator Requirements:

| <u>Description</u> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
|--------------------------------------|-----------------------------------------|-----------------------------|
| Class A CDL | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Liability Insurance will be provided | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

| <u>Description</u> | <u>Cost/Hour</u> |
|-----------------------------------------------|----------------------|
| CDL Licensed Operator <u>One CDL - Driver</u> | <u>\$ 40.00 / hr</u> |

any overtime hours will be \$ 50.00 / hr

SECRET

BID FORM - DOZER & OPERATOR

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 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

| | | |
|----------------------------------------------|-----------------------------------------|-----------------------------|
| <u>Description</u> | | |
| Dozer to be Provided - Size and Manufacturer | <u>Komatsu D65-PX</u> | |
| Dozer HP | <u>205</u> | |
| Ground Contact area | <u>9600</u> | |
| Blade Capacity | <u>7.4 yards</u> | |
| Dozer Gross Weight | <u>46,300</u> | |
| Certified to EPA Tier 3 Emission Standards | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Equipment will be kept at Lions Park | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Liability Insurance will be provided | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

| | |
|----------------------------------------|------------------|
| <u>Description</u> | <u>Cost/Hour</u> |
| Dozer & Operator <u>Komatsu D65-PX</u> | <u>94.50/hr</u> |

BID FORM – HAUL TRUCK & OPERATOR

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 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

| <u>Description</u> | | |
|---------------------------------------------------|-----------------------------------------|-----------------------------|
| Haul Truck to be Provided – Size and Manufacturer | <u>30' End dump - Western Com</u> | |
| Number of Haul Trucks to be provided | <u>4</u> | |
| Strobe light or high intensity Flasher system | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Equipment will be kept at City of Hailey Shop | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Liability Insurance will be provided | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

| <u>Description</u> | <u>Cost/Hour</u> |
|---------------------------------------------------------------|------------------|
| Haul Truck & Operator <u>30' End dump - Western Component</u> | <u>84.50</u> |

SLUBEN

BID FORM - LOADER & OPERATOR

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 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

| | |
|-----------------------------------------------|---------------------------------------------------------------------|
| <u>Description</u> | |
| Loader to be Provided - Size and Manufacturer | <u>544J - Liebherr</u> |
| Loader HP & Fuel Consumption Rate | <u>3.5 Gal/hr</u> |
| Certified to EPA Tier 3 Emission Standards | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Loader Tires | <u>Michelin</u> |
| Strobe light or high intensity Flasher system | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Equipment will be kept at City of Hailey Shop | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Liability Insurance will be provided | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

| <u>Description</u> | <u>Cost/Hour</u> |
|---------------------------------------|------------------|
| Loader & Operator <u>544 Liebherr</u> | <u>79.00</u> |
| Loader & Operator <u>544 Liebherr</u> | <u>79.00</u> |

RECEIVED

2:09 pm

BID FORM - HAUL TRUCK & OPERATOR

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 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

| <u>Description</u> | | |
|---------------------------------------------------|--------------|--------------------------|
| Haul Truck to be Provided - Size and Manufacturer | <u>Mack</u> | <u>30' End dumps</u> |
| Number of Haul Trucks to be provided | <u>3</u> | |
| Strobe light or high intensity Flasher system | <u>X</u> Yes | <u> </u> No |
| Equipment will be kept at City of Hailey Shop | <u>X</u> Yes | <u>X</u> No ² |
| Liability Insurance will be provided | <u>X</u> Yes | <u> </u> No |

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

| <u>Description</u> | <u>Cost/Hour</u> |
|----------------------------------------------------|---------------------------|
| Haul Truck & Operator <u>Mack 1998, 1998, 2000</u> | <u>\$ 80⁰⁰</u> |
| 2 - Ranco 30' end dumps | |
| 1 - Western 28' end dump | |

BID FORM – LOADER & OPERATOR

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 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

| <u>Description</u> | |
|-----------------------------------------------|---------------------------------------------------------------------------------------------|
| Loader to be Provided – Size and Manufacturer | <u>See below</u> |
| Loader HP & Fuel Consumption Rate | _____ |
| Certified to EPA Tier 3 Emission Standards | _____ Yes <input checked="" type="checkbox"/> No |
| Loader Tires | _____ |
| Strobe light or high intensity Flasher system | <input checked="" type="checkbox"/> Yes _____ No |
| Equipment will be kept at City of Hailey Shop | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No ² |
| Liability Insurance will be provided | <input checked="" type="checkbox"/> Yes _____ No |

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

| <u>Description</u> | <u>Cost/Hour</u> |
|--------------------------------------------------|----------------------------|
| Loader & Operator <u>Caterpillar 928 G (3cy)</u> | <u>\$1 75⁰⁰</u> |
| Loader & Operator <u>Kawasaki 95 Z (7cy)</u> | <u>\$1 75⁰⁰</u> |

BID FORM – DOZER & OPERATOR

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 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

| <u>Description</u> | | |
|----------------------------------------------|-----------------------------------------|----------------------------------------|
| Dozer to be Provided – Size and Manufacturer | <u>JD 1050 C</u> | |
| Dozer HP | <u>324</u> | |
| Ground Contact area | <u>6,990 S.I.</u> | |
| Blade Capacity | <u>10 CY ?</u> | |
| Dozer Gross Weight | <u>85,000 Lbs</u> | |
| Certified to EPA Tier 3 Emission Standards | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Equipment will be kept at Lions Park | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Liability Insurance will be provided | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

| <u>Description</u> | <u>Cost/Hour</u> |
|-----------------------------------------|---------------------------|
| Dozer & Operator <u>JD 1050 C Dozer</u> | <u>\$ 80⁰⁰</u> |
| 7.7 to 13 gal per hour | |

BID FORM – DOZER & OPERATOR

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 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

| | | |
|----------------------------------------------|------------------|-------------------------|
| <u>Description</u> | | |
| Dozer to be Provided – Size and Manufacturer | <u>D-8N</u> | <u>CATERPILLAR</u> |
| Dozer HP | <u>295</u> | |
| Ground Contact area | <u>5544</u> | <u>INCH²</u> |
| Blade Capacity | <u>15</u> | <u>cy</u> |
| Dozer Gross Weight | <u>83,000</u> | |
| Certified to EPA Tier 3 Emission Standards | <u> </u> Yes | <u> X </u> No |
| Equipment will be kept at Lions Park | <u> X </u> Yes | <u> </u> No |
| Liability Insurance will be provided | <u> X </u> Yes | <u> </u> No |

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

| | |
|------------------------|------------------|
| <u>Description</u> | <u>Cost/Hour</u> |
| Dozer & Operator _____ | <u>120.00</u> |

Dean Barber

BID FORM – HAUL TRUCK & OPERATOR

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 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

| <u>Description</u> | | |
|---------------------------------------------------|-----------------------------------------|----------------------------------------|
| Haul Truck to be Provided – Size and Manufacturer | <u>Kenworth T800</u> | |
| Number of Haul Trucks to be provided | <u>4</u> | |
| Strobe light or high intensity Flasher system | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Equipment will be kept at City of Hailey Shop | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Liability Insurance will be provided | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

| <u>Description</u> | <u>Cost/Hour</u> |
|-----------------------------|------------------|
| Haul Truck & Operator _____ | <u>100.00</u> |

Dean Bunker

BID FORM – LOADER & OPERATOR

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 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

| <u>Description</u> | |
|-----------------------------------------------|---------------------------------------------------------------------|
| Loader to be Provided – Size and Manufacturer | <u>Case 821C / John Deere 644J</u> |
| Loader HP & Fuel Consumption Rate | <u>186HP - 56PH / 205HP - 56PH</u> |
| Certified to EPA Tier 3 Emission Standards | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Loader Tires | <u>Good</u> |
| Strobe light or high intensity Flasher system | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Equipment will be kept at City of Hailey Shop | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Liability Insurance will be provided | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

| <u>Description</u> | <u>Cost/Hour</u> |
|------------------------------------------|------------------|
| Loader & Operator <u>Case 821C</u> | <u>\$ 110.00</u> |
| Loader & Operator <u>John Deere 644J</u> | <u>\$ 110.00</u> |

BURKS EXCAVATION WILL PROVIDE FUEL FOR BURKS EXCAVATION LOADERS.

Sean Burk

2:01 pm

RECEIVED

BID FORM - LOADER & OPERATOR

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 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

| <u>Description</u> | |
|-----------------------------------------------|-----------------------------|
| Loader to be Provided - Size and Manufacturer | <u>John Deere 544 J</u> |
| Loader HP & Fuel Consumption Rate | <u>160 HP 2-5 GPH</u> |
| Certified to EPA Tier 3 Emission Standards | <u>✓</u> Yes <u> </u> No |
| Loader Tires | <u>Michelin</u> |
| Strobe light or high intensity Flasher system | <u>✓</u> Yes <u> </u> No |
| Equipment will be kept at City of Hailey Shop | <u>✓</u> Yes <u> </u> No |
| Liability Insurance will be provided | <u>✓</u> Yes <u> </u> No |

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

| <u>Description</u> | <u>Cost/Hour</u> |
|----------------------------------------|------------------|
| Loader & Operator <u>cost per hour</u> | <u>\$ 84</u> |
| Loader & Operator <u>COST Per Hour</u> | <u>\$ 84</u> |

Mobilization will be Extra

D & V

BID FORM – DOZER & OPERATOR

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 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

| <u>Description</u> | | |
|----------------------------------------------|-----------------------------|---------------|
| Dozer to be Provided – Size and Manufacturer | <u>KOMATSU D65PX-15</u> | |
| Dozer HP | <u>205 HP</u> | |
| Ground Contact area | <u>9,675 in²</u> | |
| Blade Capacity | <u>4.83 yd</u> | |
| Dozer Gross Weight | <u>46,300 LBS</u> | |
| Certified to EPA Tier 3 Emission Standards | <u>✓</u> Yes | <u> </u> No |
| Equipment will be kept at Lions Park | <u>✓</u> Yes | <u> </u> No |
| Liability Insurance will be provided | <u>✓</u> Yes | <u> </u> No |

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

| <u>Description</u> | <u>Cost/Hour</u> |
|---------------------------------------|------------------|
| Dozer & Operator <u>COST Per Hour</u> | <u>\$ 91</u> |

Mobilization will be Extra

B&G Dirtworks, L.L.C.

1121 Creekside DR.

PO Box 3190

Hailey, ID 83333

Phone (208) 788-3442 Fax (208) 788-1032

Estimate

| DATE | ESTIMATE NO. |
|------------|--------------|
| 10/19/2009 | 242 |

| NAME / ADDRESS |
|---------------------------------------------------------------------------|
| City of Hailey Billing 115 Main ST south , Suite H Hailey, ID 83333 |

| PROJECT |
|---------|
| |

| ITEM | DESCRIPTION | QTY | Rate | TOTAL |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|-------|
| Bid | City of Hailey Snow Removal Services 2009-2010 season 3 Yard loader to meet spec. price to be hourly with city providing fuel 1 loader to be Cat 928 G, 1 loader to be JD 544J | | | 0.00 |
| Bid | Price per hour | | 84.00 | 84.00 |
| Bid | Dozer to push up snow that meets spec D 65 px | | | |
| Bid | Price per hour | | 91.00 | 91.00 |
| | Transport of equipment will be extra \$300 in and \$300 out per each piece of equipment | | | |
| 1000 | Note 1 : With Acceptance of bid both parties agree to go over bid with plans to have a complete understanding of each party's intent. | | | 0.00 |
| 1003 | Note 3: B&G Dirt Works LLC reserves the right to cancel the estimate if prices increase before the commence of actual work on the project | | | 0.00 |

Payment Due 15 days after invoice date. Late fees of 15% of average daily balance of all past due

Please remit to above address with signature for acceptance.

SIGNATURE _____

Date: 9/30/09

Dozer Lease Specifications

- Certified to EPA Tier 3 Emissions
- 200 hp or greater
- Ground Contact area of 9600 in² or larger
- Blade capacity of 4.8 yd³ or larger
- Gross weight of 46,000lb or larger

Requirements

- All equipment shall be kept on site at Lions Park in the City of Hailey unless prior authorization is requested in writing!
- Liability insurance with 1 million dollar per occurrence with the City of Hailey named as additionally insured.
- All Loaders shall be bid without fuel by the hour Nov 1st –Mar 31st.

The City of Hailey will provide storage and electrical outlets for block heaters if available.
The City of Hailey will provide fuel for equipment matching fuel and Emissions requirements.
An operator will need to be supplied for operation of the Dozer by leaser.

Please bid 1 Dozer by the hour.

Date: 9/30/09

Haul Truck Specifications

- Tractor and 28'-30'End Dump
- 10 wheelers will not be considered.

Requirements

- All equipment shall be kept on site at the City of Hailey Street shop unless prior authorization is requested in writing!
- A Strobe light or high intensity Flasher system is required.
- Liability insurance with 1 million dollar per occurrence with the City of Hailey named as additionally insured.

The City of Hailey will provide electrical outlets for block heaters.
Please bid 4 Trucks by the hour with operators.

Date: 9/30/09

Loader Lease Specifications

- Certified to EPA Tier 3 Emissions
- 117-200 Hp
- Fuel Consumption of 2.5 Gph to 5 Gph
- Michelin radial Snow Plus or equivalent tires

Requirements

- Strobe light or high intensity Flasher system is required.
- All equipment shall be kept on site at the City of Hailey Street shop unless prior authorization is requested in writing!
- Liability insurance with 1 million dollar per occurrence with the City of Hailey named as additionally insured.
- All Loaders shall be bid without fuel by the hour Nov 1st –Mar 31st.

The City of Hailey will provide electrical outlets for block heaters.
The City of Hailey will provide fuel for equipment matching fuel and Emissions requirements.
An operator will need to be supplied for operation of the loader by lessor.

Please bid 1-2 Loaders separately by the hour.

| BILLING ADDRESS | | | |
|----------------------------------------------|------------------------|-----------------|------------------|
| Customer Name <u>City of Hailey</u> | | | |
| Mailing Address <u>115 South Main Street</u> | | | |
| City <u>Hailey</u> | County <u>Blaine</u> | State <u>ID</u> | Zip <u>83333</u> |
| Phone # <u>1-208-788-4221</u> | Attention <u>Kelly</u> | | |
| Customer # <u>1468633</u> | Purchase Order # _____ | | |

| SHIPPING ADDRESS | | | |
|-------------------------------------------------|--------------|----------------------------------|-----------|
| F.O.B. Point (City, State) <u>Hailey, Idaho</u> | | | |
| Shipping Date <u>12/1/09</u> | | Rental Start Date <u>12/1/09</u> | |
| Shipping Address _____ | | | |
| City _____ | County _____ | State _____ | Zip _____ |
| Job Location _____ | | | |

The undersigned (referred to as Customer) agrees to purchase rent the following the equipment from Modern Machinery Co., Inc. (referred to as Modern).

NOTE: For Rentals Only: This rental can only be converted to a purchase with rental credit if the terms for rental credit are filled in below and both the Customer and

Modern Machinery initial here: Customer Modern Machinery

| EQUIP. NO. | DESCRIPTION: (INCLUDING ATTACHMENTS, SERIAL NUMBERS, ETC.) |
|------------------------------------------------------------------|------------------------------------------------------------|
| 23602 | Komatsu D61 / 65PX-15 Crawler Dozer |
| | |
| | |
| FREIGHT IN = \$300.00 AND FREIGHT OUT = \$300.00 | |
| RENTAL BASED ON AN HOURLY CHARGE \$42.00 DOLLARS AN HOUR. | |
| | |
| | |

SMR OUT _____ SMR IN _____ DATE _____ TIME _____ FUEL _____

NOTE: Equipment rented without factory warranty may have major repairs added to the purchase price. The machine will be full of fuel at the start of the rental and must be returned full or fuel charges will apply,

This equipment is collateral subject to the security agreement herein. The Customer represents that the equipment will normally be located in Blaine County, State of ID and will not be moved to another state without permission of Modern.

Sales Terms: (If applicable)

| | |
|-------------------------------------------------------------|----------|
| Selling Price | \$ _____ |
| Add: Freight | + _____ |
| Add: Interest on Rental Conversion | + _____ |
| Add: Other _____ | + _____ |
| Less: Credit for Paid Rentals (If applicable) | - _____ |
| Less: Trade Allowance: Trade Amount: - _____ | |
| Amount Owed: + _____ | |
| Lien-Holder _____ Payoff good thru _____ Net Trade | - _____ |
| Trade Description | |
| Mfg. _____ Model _____ Year _____ | |
| Serial # _____ SMR _____ | |
| Subtotal | _____ |
| Sales Tax @ _____ % Taxable State / County | + _____ |
| BALANCE DUE | \$ _____ |
| If tax exemption applies, please attach signed certificate. | |

Rental Terms: (If applicable)

| | | |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------------------|
| Minimum Period Guaranteed _____ months <input type="checkbox"/> (initials) <u>iv</u> | Insurance Value | \$ <u>200,000.00</u> |
| Maintenance Responsibility: Modern Machinery <input type="checkbox"/> Customer <input type="checkbox"/> (See operator's manual) | | |
| Paid rentals to apply to purchase less _____ % interest per year | Rental | \$ _____ |
| RENTAL RATES: | Fuel | \$ _____ |
| Monthly: Single <u>\$42.00 Hr</u> (176 hours max.) | Sales tax @ <u>6</u> % | _____ |
| Double \$ _____ (352 hours max.) | Sales tax state <u>IDAHO</u> | _____ |
| Triple \$ _____ (528 hours max.) | Other - freight, insurance, etc | _____ |
| Daily \$ <u>\$42.00 Hr</u> Weekly <u>\$42.00 Hr</u> | Rental Amount | \$ _____ |
| If tax exemption applies, please attach signed certificate. | | |

Warranty: (Applicable to sales only)

Standard
 Extended
 As is; no warranty

I acknowledge that I have completely read and understand the terms and conditions stated on BOTH SIDES of this agreement. I grant Modern a purchase money security in all of the equipment listed in this agreement until final payment is made. I certify that any equipment traded in as part of this transaction is free and clear of all liens and encumbrances. I understand that out account is subject to a finance charge of 1.5% per month (18% per year) on the unpaid balance commencing 30 days after invoice date.

By: _____ Title _____ Date _____ Cosigner _____ Customer Name _____ Title _____ Date _____

Salesman: RYAN ROWBURY

Accepted By Modern Machinery Co., Inc.
By: _____ Name _____ Title _____ Date _____

1. The warranty on any and all new products and equipment sold by Modern is limited to only such warranty as is issued by the manufacturer. THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No other warranty is authorized to be made on behalf of Modern and MODERN MAKES NO WARRANTIES OF ITS OWN OF ANY KIND WHATSOEVER REGARDING ANY NEW EQUIPMENT SOLD HEREUNDER.

Used Equipment Sales, Leases & Rentals - No Warranty

2. Unless otherwise provided and stated on the front of this Order, ALL USED PRODUCTS AND EQUIPMENT SOLD, LEASED, OR RENTED BY MODERN ARE SOLD, LEASED, OR RENTED "AS IS" AND WITH ALL FAULTS, AND MODERN MAKES NO WARRANTIES OR ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, except as to clear title of such equipment. ANY OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. No other warranty is authorized to be made on behalf of Modern.

Limitation of Liability

3. MODERN SHALL IN NO EVENT BE LIABLE by reason of the equipment or parts sold, leased, or rented hereunder, or by reason of any negligence or other liability in tort, for ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damages or loss of other property or equipment, LOSS OF PROFITS OF ANY KIND, down time of men or equipment, cost of replacement equipment, or claims of customers or other parties contracting with Customer.

4. Modern shall in no event be liable in damages for any amount greater than the purchase/lease price paid by Customer to Modern.

Acceptance and Delivery

5. By signing this agreement, Customer grants a security interest to Modern for the purpose of securing full payment and performance of the obligations arising hereunder. The Customer agrees to do whatever is necessary under applicable law to perfect and continue Modern's security interest in the equipment. Any certificate of title attaching to the equipment during the term of this agreement will be delivered to Modern with Modern's interest properly indicated on the certificate.

6. Only delivery or shipment of the equipment or acceptance of the agreement by an expressly authorized representative of Modern constitutes acceptance of this order by Modern. Salesmen are not authorized representatives for the purpose of accepting orders.

7. Acceptance is subject to the approval of Modern's credit department. Modern will not be liable for any delays in delivery caused by circumstances beyond its control including but not limited to strikes, accidents, civil disorder, natural disaster, or the unavailability of material.

Costs

8. The Customer agrees to pay the purchase or rental price as shown in the agreement. The price does not include any applicable taxes, payment of which is the responsibility of Customer.

9. In the event of a change in transportation costs prior to shipment or equipment, Customer agrees to pay an adjustment of the prices shown on this contract.

10. Customer will not allow any adverse lien, security interest, or encumbrance to attach to the equipment without the express prior written approval of Modern.

11. Customer agrees to promptly pay any taxes assessed by virtue of the Customer's use or possession of this equipment.

12. Customer will keep the equipment in good order and repair. The Customer agrees to pay all labor and material costs necessary for normal operating repairs and maintenance according to the manufacturer's recommendations. For specifics refer to the operator's manual. Repairs needed because of other than normal operation including but not limited to abuse, negligence, severe job conditions or abnormal use will be paid for by the Customer. Before making any repairs to rental equipment for other than normal operation and maintenance customer must obtain written permission of Modern. Modern may inspect the equipment at any reasonable time.

13. Modern may, at its option, pay any of the fees or expenses payable by the Customer under this agreement or discharge any encumbrance placed on the equipment during the term of this agreement. The Customer agrees to repay any amounts expended on the Customer's behalf by Modern, in full and with interest in the amount of the maximum legal rate.

attorney fees incurred by Modern to enforce the terms of this agreement.

15. The Customer agrees to protect Modern by providing full insurance on the equipment. The Customer will provide Modern with proof of insurance. The Insurance coverage will cover all risk of direct loss or damage to the equipment during the life of this agreement with Modern named as the "Loss Payee." In the event of damage, Modern will determine the disposition of the equipment and allocate any proceeds resulting from the damage as it sees fit. If insurance is purchased through Modern, a \$500 deductible will apply.

16. If the equipment is lease, or rented, the Customer will provide comprehensive liability insurance including contractual liability with Modern named as additional insured. Minimum limits shall be \$1,000,000 bodily injury; and \$1,000,000 property damage and \$1,000,000 contractual liability.

17. Customer agrees to indemnify and hold Modern harmless from any liability for damage to any persons or property resulting from the use or possession of the equipment by the Customer. 18. Customer will not permit the equipment to be operated or used in violation of any ordinance, statute, or state or federal regulation.

Default

19. Default occurs when the Customer fails to pay Modern or perform its obligations according to the terms of this agreement or becomes insolvent. A waiver by Modern of any default does not constitute a waiver of any subsequent default.

20. Upon default, the obligations secured by this agreement and all supplemental security agreements shall immediately become due and payable in full without further notice or demand.

21. Modern shall have the right, without notice or resort to judicial proceedings, to enter upon the premises of the Customer or any agent of the Customer where the collateral may be, and disassemble, render unusable and/or repossess all or any item of the collateral. In the event of default and upon the written demand of Modern, the Customer will peacefully surrender the equipment to Modern.

22. If Modern requests, the Customer shall fully assemble the equipment, make the equipment available at a reasonably convenient location designated by Modern, and authorize Modern to take full possession of the equipment at that location.

23. If repossessed, the equipment may be sold at a private sale and Customers agrees that this is a commercially reasonable means of resale.

Miscellaneous

24. This document is a contract containing the entire agreement between the parties and may not be changes in any way except in writing, signed by both parties, and attached to this agreement. If any part of this agreement is found to be invalid, the remaining provisions will remain in effect.

25. If this document is signed by more than one person on behalf of the Customer, then the signers are jointly and severally liable hereunder with the Customer.

26. Modern's rights and remedies under this agreement and any other agreements are cumulative. Modern may exercise its rights either singly, concurrently, or both. The listing of any rights in this agreement do not constitute a waiver of any other rights permitted by law.

27. If Modern assigns this contract, Customer will make all remaining payments on this contract to the assignee third party and not to Modern. The assignee third party will have all of this rights of Modern, but will not be subject to any claims, set-offs, or defenses asserted by the Customer. Customer may not assign its rights under this agreement without the express written approval of Modern.

28. Customer agrees that the monthly rental terms set forth in this agreement specify a maximum of 176 hours of use per month and that any use in excess thereof shall be paid at the hourly rate, which is the single shift rate divided by 176. Customer shall be responsible for a full month's rental payment regardless of whether the equipment is utilized less than 176 hours during the rental month.

29. A signed Sales Tax exemption will be considered binding. If Modern Machinery Co. Inc. is audited, and the exemption is found to be invalid, the customer agrees to pay all sales tax as well as penalties and interest.

Signature _____

www.modernmachinery.com

| | | | | |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------|------------------------------------------------------------------------------|
| BOISE (208) 433-5540 (800) 221-5211 (208) 336-8616 Fax | EUGENE (541) 688-7321 (800) 826-9811 (541) 688-2241 Fax | BILLINGS (406) 252-2158 (800) 735-2589 (406) 252-1165 Fax | CHEHALIS (360) 748-4421 (800) 304-4421 (360) 748-4770 Fax | SPOKANE (509) 535-1654 (800) 541-0754 (509) 534-6741 Fax |
| POCATELLO (208) 233-5345 (800) 829-4450 (208) 235-9658 Fax | PORTLAND (503) 255-7841 (800) 950-7779 (503) 255-1553 Fax | MISSOULA (406) 523-1100 (800) 332-1617 (406) 523-1117 Fax | KENT (253) 872-3500 (800) 669-2425 (253) 872-3519 Fax | MAGADAN, RUSSIA (011) 7-41322-99281 Fax: (011) 7-41322-77761 |

TO

City of Hailey
115 South Main Street
Hailey, Idaho 83333

DATE: October 16, 2009

QUOTATION EXPIRATION DATE: 30 Days

Thank you! We appreciate the opportunity to offer this quote.

| DESCRIPTION | PRICE |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Rental Of Komatsu D65EX-15 Crawler Dozer <u>Rental Rate Based On An Hourly Charge Of \$42.00 An Hour</u> <u>Freight In = \$300.00 & Freight Out = \$300.00</u> | |

| |
|---------------------------------------------------------|
| Terms: Rental |
| F.O.B. City of Hailey |
| Estimated Shipping Date: Subject To Availability |

| |
|----------------------------------------------------------|
| BY: RYAN ROWBURY ~ Cell: 1-208-573-0428 |
|----------------------------------------------------------|

AGENDA ITEM SUMMARY

DATE: 03/13/2009 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:**

SUBJECT:

3 Jax Inc. dba McClain's Pizzeria
Alcohol Beverage License Application

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Approval of new beer and wine license for McClain's Pizzeria. Application has been approved by HPD. The current licenses are being transferred by the State and County to the new ~~McClain's~~ Hailey location.

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:

Motion to approve McClain's Pizzeria alcohol beverage license application.

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 CHECKLIST

Sept 23rd
Completed
New
State/
County
Sept. 28th
WTK

PLEASE NOTE: The following information must be submitted with your application to be considered for a city of Hailey Alcohol Beverage License.

All Applicants:

1. A copy of your State of Idaho Alcohol License.
2. A copy of your Blaine County Alcohol License.

RECEIVED
OCT 21 2005

Liquor License Applicants:

In addition to items 1 and 2, above, Liquor License applicants must also provide:

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.
3. A certified copy of the lease showing that property owner consents to the sale of liquor by the drink on such premises, if the applicant is not the owner of the property.

Should any information on this application be subject to change, such change must be reported in writing to City Hall as outlined in Section 5.04.040 of the Hailey Municipal Code.

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



ALCOHOL BEVERAGE LICENSE APPLICATION RECEIVED

OCT 21 2009

APPLICATION FOR:

| | | | |
|----------------------|----------|-------------------------------------|---------------|
| 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 type="checkbox"/> | |
| Grocery Sale of Beer | \$50.00 | <input type="checkbox"/> | |

APPLICATION IS:

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

TOTAL DUE: \$ 400.00

Applicant Name: 3 Jax Inc Robyn Balmer & McClain Balmer

Business Name: 3 Jax Inc dba McClain's Pizzeria

Business Physical Address: 103 S Main St Unit A Hailey 83333

Business Mailing Address: P.O. Box 2801 Hailey 83333

Business Phone Number: 208 788 0960

Property Owner (if different from applicant): 123, LLC

(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).

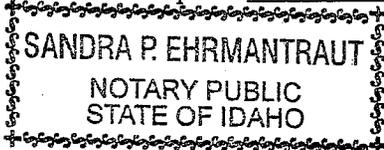
Robyn Balmer
Applicant Signature

10.21.09
Date

Subscribed and sworn to before me this 21 day of October, 2009

[Signature]
Notary Public OR City Clerk

Residing at: Hailey
My Commission Expires 4.21.12



| | |
|--------------------------|-----------------|
| 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



PERSONAL AFFIDAVIT IN SUPPORT OF ALCOHOL BUSINESS LICENSE

Full Name: Robyn Balmur

SSN: 938 671462 DOB: 3-14-1971

Business Address: 103 S. Main St Unit A Hailey ID 83333 Business Phone: 208 788 0960

Home Address: 1541 Blue Lake Dr. Hailey ID 83333 Home Phone: 208 309 3151

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

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

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

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

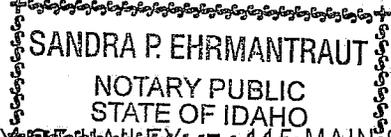
Have you within the last five (5) years been convicted of, paid a fine, been placed on probation, received a deferred sentence or withheld judgment, or completed any sentence of confinement for any felony?
Yes No
If yes, please explain: _____

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

Mahn Bl
Applicant Signature

Subscribed and sworn to before me this 21 day of October, 2009.

[Signature] Notary Public Residing at Hailey My Commission Expires 4-21-12



CITY OF HAILEY ■ 445 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



CORPORATION QUESTIONNAIRE

Corporation Name: 3 Jax Inc
 Business Name: McClain's Pizzeria
 Physical Address: 103 S main St Hailey ID 83333

Officers and/or Directors:

Title: President Name: Robyn Balmer
 Address: 1541 Blue Lake Dr Hailey ID 83333

Title: Vice President Name: McClain Balmer
 Address: 1541 Blue Lake Dr Hailey ID 83333

Title: _____ Name: _____
 Address: _____

Stockholders

Name: Robyn Balmer Name: _____
 Address: 1541 Blue Lake Dr Address: _____
Hailey 83333

Name: McClain Balmer Name: _____
 Address: 1541 Blue Lake Dr Address: _____
Hailey ID 83333

Name: _____ Name: _____
 Address: _____ Address: _____

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

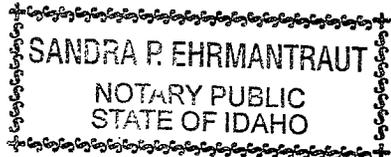
McClain B
 Signature

Vice President
 Title

Subscribed and sworn to before me this 21 day of October, 2009

[Signature]
 Notary Public

Idaho Residing at 421-12 My Commission Expires



State of Idaho

Cycle Tracking Number: 43089

Idaho State Police

Premise Number: 5B-5826

Retail Alcohol Beverage License

License Year: 2010

License Number: 5826

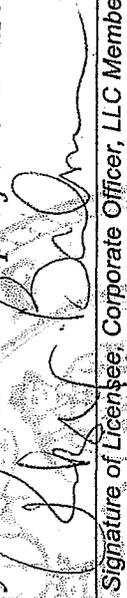
This is to certify, that
doing business as:

3 Jax Inc

McClain's Pizzeria

is licensed to sell alcoholic beverages as stated below at: 520 Washington Ave, Ketchum, Blaine
County

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



Signature of Licensee, Corporate Officer, LLC Member or Partner

| | |
|----------------------------|---------------------|
| Liquor | No |
| Beer | Yes <u>\$50.00</u> |
| On-premise consumption | Yes <u>\$0.00</u> |
| Kegs to go | No |
| Restaurant | Yes <u>\$0.00</u> |
| Wine by the bottle | No |
| Wine by the glass | Yes <u>\$100.00</u> |
| TOTAL FEE: <u>\$150.00</u> | |

3 JAX INC
MCCLAIN'S PIZZERIA
PO BOX 1128
KETCHUM, ID 83340
Mailing Address

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

Expires: 07/31/2010



Director of Idaho State Police

2010

BLAINE COUNTY
STATE OF IDAHO

No. 94

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT _____
doing business as _____ 3 JAX, LLC
at _____ MCCLAIN'S PIZZERIA
_____ 520 WASHINGTON AVE. KETCHUM, ID 83340

is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

Dated: Beer: 12/16/1946 Retail Liquor: 06/27/1947 Retail Wine: 04/12/1947 Wine By Drink: 06/11/1973.

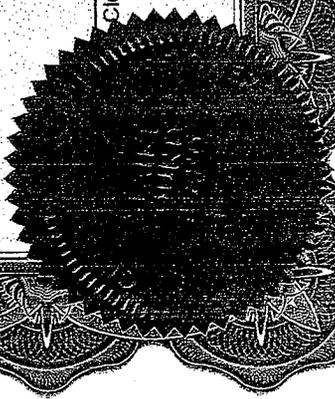
| | |
|-------------------------------------------------------|---------------|
| Draught and Bottled or Canned Beer | 100.00 |
| Bottled or Canned Beer to be consumed on premises | 0.00 |
| Bottled or Canned Beer not to be consumed on premises | 0.00 |
| Retail Liquor | 0.00 |
| Retail Wine | 0.00 |
| Wine by the Drink | 100.00 |
| Special Wine (Sunday) | 0.00 |
| TOTAL FEE: | 200.00 |

Signature of Licensee or Officer of Corporation
This license is TRANSFERABLE and EXPIRES 07/31/2010.
Witness my hand and seal this 27th day of July, 2009.

[Signature]
Chairman

[Signature]
Commissioner

[Signature]
Clerk of the Board of County Commissioners
[Signature]
for Godwyn Brage



license must be conspicuously display

