

AGENDA ITEM SUMMARY

DATE: 11/21/11 **DEPARTMENT:** PW - Streets **DEPT. HEAD SIGNATURE:** 

SUBJECT: Authorize the Mayor to sign the agreement for dozer services for snow removal work in Lions Park with Sluder Construction Inc.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

As noted at the November 14, 2011 council meeting the rental agreement for use of a dozer for piling the snow at Lions Park was negotiated to not include a minimum monthly rental fee.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2011-~~50~~ approving extension of one (1) contract with Sluder Construction for dozer operation for the 2011/2012 snow season at the same hourly cost as the 2010 and 2011 season

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

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

**CITY OF HAILEY
RESOLUTION NO. 2011-50**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH
SLUDER CONSTRUCTION FOR 2011/2012 SNOW SEASON.**

WHEREAS, the City of Hailey desires to enter into an agreement with SLUDER CONSTRUCTION for services for 2011/2012 snow season at the same hourly cost as the 2010/2011 season.

WHEREAS, the City of Hailey and SLUDER CONSTRUCTION have agreed to the rental agreement for use of a dozer for piling the snow at Lions Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contract for Services between the City of Hailey and SLUDER CONSTRUCTION and that the Mayor is authorized to execute the attached Agreement,

Passed this 21st day of November, 2011.

City of Hailey

Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made this ____ day of _____, 2011, by and between the City Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("City"), and Sluder Construction, Inc. ("Contractor").

RECITALS

A The City is authorized pursuant to Idaho law to enter into contracts for services including services for snowplowing.

B Subject to the terms and conditions of this Agreement, the Contractor is willing to provide snowplowing services and snowplowing equipment for the City during the winter of 2011/12.

AGREEMENT

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

1. TERM. This Agreement shall be effective upon execution of the Agreement and will continue in full force and effect through the 30th day of September, 2012. The term of this Agreement may be extended by the parties by agreement in writing.

2. SERVICES. Contractor agrees to employ and furnish all necessary personnel with Class A CDL to furnish, operate and maintain a D65PX low ground pressure dozer, together with necessary supplies and equipment, and such other items as are reasonably necessary to provide snow plowing services within the corporate limits of the City. The parties agree that the City shall provide all necessary fuel for the operation of the dozer for work necessary under this Agreement. The City will generally direct the Contractor to perform

snowplowing services under certain conditions and at certain times and locations, to be determined by the City in its sole discretion.

3. CONSIDERATION. In consideration for the services performed by the Contractor according to the terms of this Agreement, the City shall pay Contractor \$94.50 per hour for each Class A CDL operator, and \$94.50 per hour for the dozer. The parties understand that \$94.50 per hour for the dozer includes the costs of the operator of the dozer. Contractor shall provide monthly invoices to the City for any charges incurred during a month on or before the 5th day of January, 2012, and continuing on the 5th day of every month thereafter during the period of providing snowplowing services under this Agreement. The City shall pay all invoices by the last day of the month when the invoice was received.

4. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that the Contractor is an independent contractor of the City, and that the personnel of the Contractor performing the services under this Agreement are employees of the Contractor only, and that the Contractor is solely responsible for the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is furthermore agreed that the City shall not be liable for compensation or indemnity to any of the employees of Contractor for injuries or sickness arising out of the performance of services under this Agreement, and Contractor hereby agrees to indemnify and hold harmless City from any such liability or claim.

5. INSURANCE REQUIREMENTS. 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 the City 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 of the Contractor under this Agreement. 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 the City 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 the City. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against the City, or the City's insurer with regard to the aforementioned losses or damages. The Contractor's certificates of insurance shall name the City and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by the Contractor under this Agreement. The 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 Contractor 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.

6. INDEMNIFICATION. The Contractor covenants and agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with Contractor, related to damages that arise out of the Contractor's services under this Agreement, to bodily injury, property damage, personal injury and death that arise out of the Contractor's services under this Agreement, and to

the provision of any service or duty under this Agreement. Contractor shall have the duty to appear and defend any such demand, claim, suit or action on behalf of the City, without cost or expense to the City.

7. TERMINATION. Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice. In the event the Agreement is terminated for cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and only the pro rata amount of the minimum payment for the loaders which would be payable at the end of the month in which the notice is delivered. In the event the Agreement is terminated without cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and the entire amount of the minimum payment for the loaders which would be due under this Agreement.

8. MISCELLANEOUS PROVISIONS.

8.1 Notices. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

8.2 Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

8.3 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.

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

8.5 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.

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

8.7 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.

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

8.9 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.

8.10 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.

8.11 Authority. Each signatory agrees that he or she has full authority and

consent to sign this Agreement.

8.12 Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both parties hereto.

8.13 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 executed this Contract for Services on the day and year first above written.

CITY OF HAILEY

By _____
Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

By _____

AGENDA ITEM SUMMARY

DATE: 11/17/10 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:**

SUBJECT:

Taxi License Renewal

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.20
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Annual taxi business license renewals for Airport Cab Company, LLC and Mountain Resort Services,
Hailey Police Department has reviewed and approved both applications.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Airport Cab Company and Mountain Resort Services to operate their Taxi Company's in the City of Hailey for calendar year 2012.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

CITY OF HAILEY

Taxi License

Airport Cab Company, LLC

DBA

A Sun Valley Limo

at

420 N 120 E

This license valid through 12/31/2012

License No. 1096



Deputy City Clerk

11/21/2011

Issue Date

Pretreatment Designation:



AUTO TRANSPORTATION SERVICE BUSINESS LICENSE APPLICATION

LICENSE FEES:

New or Renewal \$250.00
(License application for full year Jan. 01 - Dec.31)

Fingerprint Processing \$34.00
(If applicable)

TOTAL: _____

OFFICE USE ONLY	
NEW _____	RENEWAL <input checked="" type="checkbox"/>
APPROVED <input checked="" type="checkbox"/>	DENIED _____
POLICE CHECK <input checked="" type="checkbox"/>	_____

EXPIRES ANNUALLY ON DECEMBER 31ST

Business Name: AIRPORT CAB LLC - Sun Valley Limo

Owner Driver's License Number FA1093006 Owner Date of Birth 10-13-55

Number of Vehicles Operated by Business 5

1. Have you within the last three (3) years: been convicted of, or received a withheld judgment, been placed on probation, forfeited a bond for failure to appear for any felony or misdemeanor charge, or have any outstanding warrants? Yes _____ No X

If yes, please explain: _____

2. Have you had a similar license revoked, denied or suspended by this city or any other city of this state, or of the United States, within the past three (3) years? Yes _____ No X

If yes, please explain: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID GH
AIRPO-2

DATE (MM/DD/YYYY)
11/07/11

PRODUCER
Interstate Truckers Insurance
Agency, Inc.
P.O. Box 8394
Boise ID 83707
Phone: 208-322-8313 Fax: 208-322-0038

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Airport Cab Company, LLC Dba
Airport Cab Company
A-Sun Valley Limo
415 N. 120 E.
Shoshone, ID 83352

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	National Indemnity Ins. Co.	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMPROP AGG	\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	70APS-029601	04/01/11	04/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 All Scheduled Vehicles

 Insured will be renewing on 04/01/12, and we will diary to send you a new certificate at that time. If you have any questions, please call 800-894-4602
 Fax # (208) 578-7689

CERTIFICATE HOLDER
 CITYO-5
 City of Hailey
 115 Main St., Suite H
 Hailey, ID 83333

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Interstate Truckers Insurance

SUN VALLEY LIMO/AIRPORT CAB COMPANY FARE SCHEDULE

Sun Valley to Ketchum/ Sun Valley to Elkhorn
\$10.00 (\$3.00) per additional passenger

Ketchum to and from Hailey

of pas.

1 - \$25.00	4 - \$40.00
2 - \$30.00	5 - \$45.00
3 - \$35.00	6 - \$50.00

After midnight-\$30.00 minimum
 \$5.00 per additional passenger.

Deliveries

Baggage-picked up at Hailey Airport and delivered is **\$23.00** first bag and **\$1.00** Each additional bag.

Plus **\$8.00** per extra stop.

Pets **\$7.00** per animal.

Airport to:

Bellevue
\$20.00 (\$5.00 per additional passenger)

Hailey
\$15.00 (\$5.00 per additional passenger)

Deer Creek
\$20.00 (\$10.00 per additional passenger)

Indian Creek
\$20.00 (\$10.00 per additional passenger)

Zinc Spur
\$22.00 (\$11.00 per additional passenger)

Starweather & Heatherlands
\$22.00 (\$13.00 per additional passenger)

East Fork
\$25.00 (\$13.00 per additional passenger)

1st mile after Ketchum prices:

Gimlet	# of Pax
Ketchum	1-2 \$30.00-\$40.00
Elk Horn	3-4 \$53.00-\$63.00
Sun Valley	5-6 \$ 73.00-\$83.00

Elkhorn to/from Warm Springs
\$15.00 (\$3.00 per additional passenger)

North of Saddle, Adams Gulch, Bigwood Golf
\$30.00 (\$15.00 per additional passenger)

Hulen Meadows & lake Creek
\$35.00 (\$15.00 per additional passenger)

Stone Gate & North Fork
\$40.00 (\$15.00 per additional passenger)

1st stop **\$2.00** first 5 mts.
 \$1.00 per min after 1st 5mts.

Hourly Rate \$72.00

Warm Springs to Hulen Meadows
\$13.00 (\$5.00 per additional passenger)

Ketchum to Warm Springs Lifts
\$10.00 (\$5.00 per additional passenger)

Sun Valley to Warm Springs
\$12.00 (\$3.00 per additional passenger)

Warm Springs to Elkhorn
\$14.00 (\$3.00 per additional passenger)

Elkhorn to Adam's Gulch
\$12.00 (\$3.00 per additional passenger)

Hailey to Hailey
\$9.00 (\$2.00 per additional passenger)

Hailey to/ from Woodside
\$11.00 north
\$12.00 middle
\$13.00 south

Ketchum to:

North Fork	\$20.00
Eagle Creek	\$18.00
Glassford Heights	\$16.00
Lake Creek	\$11.00
Hulen Mdows	\$14.00
Sun Tree Hollow	\$12.00
Red Top Meadows	\$13.00
Cold Springs	\$13.00
Gimlet	\$15.00
East Fork	\$18.00
Hidden Hollow	\$18.00
Triumph	\$25.00

(\$5.00 per additional passenger)

Ketchum to.....
Heatherlands \$19.00
Starweather \$19.00

(\$5.00 per additional passenger)

Airport Taxi/

Rates between 10:00pm -6:00am
\$40.00 Min.

Fuel Surcharge \$5.00 - \$8.00
For airport shuttle

CITY OF HAILEY

Taxi License

Mountain Resort Services

DBA

A-1 Sun Valley Taxi & Trans. / Rocky Mountain Trans.

at

221 Northwood Way Unit 500 B

This license valid through 12/31/2012

License No. 1095



Deputy City Clerk

Pretreatment Designation:

11/21/2011

Issue Date

**CITY OF HAILEY
AUTO TRANSPORTATION SERVICE
BUSINESS LICENSE APPLICATION**

LICENSE FEES:

NEW RENEWAL \$250.00
(License application for full year Jan. 01 – Dec. 31)
FINGERPRINT PROCESSING (if applicable) \$34.00
TOTAL FEES: \$250.00

<u>OFFICE USE ONLY</u>	
DATE APPLICATION RECEIVED:	_____
LICENSE# _____	APPROVED _____
BUSINESS NAME _____	
NEW _____ RENEWAL _____	LICENSE FEE _____
FINGERPRINTS _____	INSURANCE _____
POLICE CHECK <u>JA</u>	REGISTRATION _____

EXPIRES ANNUALLY ON DECEMBER 31ST

NAME OF APPLICANT Robert F. Caesar, Jr.
DRIVER'S LICENSE NUMBER WY 105478-291 DATE OF BIRTH 08/08/1964
TELEPHONE NUMBER (307) 734-1344 EMERGENCY CONTACT Rob Caesar
COMPANY NAME Mountain Resort Services, d/b/a A-1 Sun Valley Taxi & Transportation d/b/a Rocky Mountain Transportation
COMPANY ADDRESS 250 South Main St, Ketchum, ID
COMPANY MAILING ADDRESS PO Box 8918, Jackson, WY 83002
COMPANY PHONE NUMBER (208) 726-9351
PARTNER, CORPORATION, OR ASSOCIATION NAME(S) Mountain Resort Services
NAME OF OPERATING MANAGER Stan Drialo
NUMBER OF VEHICLES OPERATED BY BUSINESS Three (3)

- 1. Have you within the last three (3); been convicted of, or received a withheld judgment, been placed on probation, forfeited a bond for failure to appear for any felony or misdemeanor charge, or have any outstanding warrants? **No**
- 2. Have you had a similar license revoked, denied or suspended by this city or any city of this state, or of the United States, within the past three (3) years? **No**

I HEREBY AFFIRM THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


SIGNATURE OF APPLICANT

11/7/11
DATE



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PD

DATE (MM/DD/YYYY)

11/08/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tegeler & Associates-JAC PO Box 4836 Jackson, WY 83001 Pam Davidson	307-733-4735	CONTACT NAME:	
	307-733-6835	PHONE (A/C, No. Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	MOUN-70
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Mountain Resort Services dba Buckboard Transportation dba A1 Sun Valley Transportation PO Box 8918 Jackson, WY 83002	INSURER A : USF Insurance		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			152818157	05/12/11	05/12/12	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
									\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS							\$	
	<input type="checkbox"/> NON-OWNED AUTOS							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DEDUCTIBLE							\$	
	RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

It is understood and agreed that the certificate holder is named as additional insured but only with respect to its liability arising out of the activities of the Named Insured. Notification of policy changes will be provided. 30 days notice of cancellation, 45 days notice for non renewal

CERTIFICATE HOLDER

CANCELLATION

City of Hailey, Blaine County, Friedman Memorial Airport Authority PO Box 1404 Hailey, ID 83333	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Pamela K Davidson</i>

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Driver List

Stan Drialo

David Walker

John (Grubbs) Winter

Herb Austin

Dale Pachinki

Dillian McKay

A1 Sun Valley Fare Schedule

Effective 6/15/2011

Ketchum to Hailey

1	\$27.00
2	\$35.00
3	\$40.00
4	\$45.00
5	\$50.00
6 or more	\$65/hr

Warm Springs to Hulen Meadows	\$17.00
Ketchum to Warm Springs Lifts	\$15.00
Sun Valley to Warm Springs Lifts	\$15.00
Ketchum to Elkhorn	\$15.00
Elkhorn to Adams Gulch	\$17.00
Warm Springs to Elkhorn	\$17.00

From Deer Creek to South Woodside

#	Shared	Private
1	\$22.00	\$39.00
2	\$25.00	\$39.00
3	\$30.00	\$44.00
4	\$35.00	\$49.00
5	\$40.00	\$54.00
6	\$45.00	\$59.00

Bellevue, Hailey and Ketchum core	\$15.00
Ea additional passenger	\$2.00
Ketchum to Bellevue (1-2 pass)	\$35.00
ea additional passenger	\$5.00
Hailey to Bellevue	\$20.00
Board Ranch to Ketchum	\$20.00
ea additional passenger	\$3.00

To Friedman Memorial Airport

From Lake Creek Rd to Deer Creek Rd
and all points between Bellevue and
South Woodside Blvd.(to/from Airport)

#	Shared	Private
1	\$35.00	\$49.00
2	\$45.00	\$78.00
3	\$55.00	\$78.00
4	\$65.00	\$78.00
5	\$75.00	\$88.00
6	\$85.00	\$99.00

Children 5-12 year old ½ price
Children 4 and under are free

Ketchum to...

North Fork	\$20.00
Eagle Creek	\$20.00
Glassford Heights	\$18.00
Lake Creek	\$18.00
Hulen Meadows	\$15.00
St Lukes	\$15.00
Meadows Trailer Park	\$15.00
Cold Springs	\$15.00
Rainbow Bend	\$18.00
East Fork to North Canyon	\$20.00
North Canyon to Triumph	\$25.00
Hidden Hollow	\$25.00
ea. additional passenger	\$2.00
Heatherlands and Starweather	\$25.00
ea. additional passenger	\$5.00

Stanley to \$160.00 – 1-6 passenger's
\$30.00 ea. Additional passenger

Twin Falls to \$200.00 1-6 passengers
\$30.00 ea. Additional passenger

Boise \$360.00 1-6 passengers
\$30.00 ea. Additional passenger

Hourly rates (minimum # of hrs may apply):
1-5 passenger vehicle \$75.00
6-13 passenger vehicle \$90.00
21-25 passenger vehicle \$100.00
26-32 passenger vehicle \$120.00

- \$40.00 minimum for all reservations between 3 AM and 5 AM.
- Extra miles = \$3.00 per mile
- Deadhead surcharge \$16.00
- Gas surcharge may apply when necessary.

AGENDA ITEM SUMMARY

DATE: 11/21/2011 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** M. Cone

SUBJECT

Canvass of November 8, 2011 General City Election

AUTHORITY: X ID Code 50-412 IAR _____ City Ordinance/Code _____

BACKGROUND:

The passage of Consolidated Election laws in Idaho in 2009 meant many changes to city run elections. One of the goals to consolidated election is to reduce the confusion of "where to go" for particular elections. As you know, counties are responsible for municipal elections beginning with this past November 8th election.

The responsibility of canvassing elections now rests with the County Commissioners. On November 15th, the Blaine County Commissioners canvassed the City of Hailey General Election. Attached are the results from the canvass. These will be entered into our Archival minutes for this meeting.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

___ City Attorney City Clerk ___ Engineer ___ Mayor
___ P & Z Commission ___ Parks & Lands Board ___ Public Works ___ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve election results as submitted.

FOLLOW UP NOTES:

Precinct	Total Number of Registered Voters at Cutoff	Number of Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	Percent of Registered Voters that Voted
006 Hailey 1	737	15	752	306	40.69%
007 Hailey 2	829	27	856	358	41.82%
008 Hailey 3	1375	33	1408	430	30.54%
014 Hailey 4	801	28	829	410	49.46%
Hailey Total	3742	103	3845	1504	162.51%

Precinct	Hailey Mayor				Hailey Council Seat 3	Hailey Council Seat 4			Hailey Plastic Bag Reduction Act Proposition	
	Davis	Haemmerle	Johnstone	Moore	Brown	Cooley	Lobb	Wiederrick	Yes	No
006 Hailey 1	61	125	28	40	199	136	43	60	114	140
007 Hailey 2	60	157	36	45	228	154	69	56	153	147
008 Hailey 3	90	147	48	98	295	195	57	104	133	260
014 Hailey 4	72	165	32	83	272	187	53	101	171	190
Absentee	67	68	14	32	150	102	44	29	49	127
City Total	350	662	158	298	1144	774	266	350	620	864

AGENDA ITEM SUMMARY

DATE: 11/21/11 DEPARTMENT: Clerk's office DEPT. HEAD SIGNATURE: M. Cone

SUBJECT:

Motion to authorize Mayor to sign agreement with Idaho Radon for testing Radon levels at City Hall.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

A few years ago one Charcoal canister test was done in an area of the basement. This recently came up in conversation. Mayor Davis asked that we have a Company come in and test city hall. The attached agreement was brought in when the Company performed the test. Once the test results are provided to us, we will determine whether or not a mitigation plan is needed.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

Motion to authorize Mayor to sign Idaho Radon agreement.

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

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

The address of the property is: Hailey City Hall 115 S Main St Hailey, Idaho 83333

Fee for the Radon inspection is \$ ~~1425.00~~ INSPECTOR will receive payment at the time of the inspection.

THIS AGREEMENT made this 14th day of November 2011, by and between Hailey City Hall with a contact of Mary Cone

Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. Idaho Radon a company of Presidential Inspections LLC agrees to perform a radon inspection of the home/building to measure the radon level in the air by the use of a short-term grab and sniff collection device, a E-perm testing device or a longer term continuous test, the short term 2 hour test is for Diagnostic purpose only and should not be used for the purposes of mitigation, the EPA recommend a 48 hour test be completed to determine if mitigation is warranted, if the results come back 4.0 or higher during our grab and sniff sample, then we recommend running an additional 48 hour test and a fee will be charged in the amount of \$100.00. Idaho Radon a company of Presidential Inspections LLC will provide you the client with a written radon inspection report identifying the results of such analysis.

DISCLOSURE: Radon is a colorless, odorless radioactive gas that may be harmful to humans. The amount of radon in the air is measured in picocuries of radon gas per liter of air, or "pCi/L." While any radon exposure creates some risk to health, a level of 4 pCi/L or higher is generally considered dangerous by the EPA, which recommends that remedial measures be taken to reduce or eliminate radon from the home/building.

2. Unless otherwise inconsistent with this Agreement or not possible, Idaho Radon a company of Presidential Inspections LLC agrees to perform the radon inspection in accordance with current industry standards. CLIENT understands that INSPECTOR will NOT be testing for mold in conjunction with this radon inspection.

3. The radon inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S radon inspection of the home/building and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law.

4. INSPECTOR assumes no liability for inaccurate data furnished by the outside radon testing laboratory referred to herein. CLIENT agrees to abide by certain instructions provided by INSPECTOR for the proper testing, detection and analysis of radon gas levels in the home/building, and INSPECTOR shall not be liable for any negligence or other interference in this regard by CLIENT or his invitees during the testing period. INSPECTOR shall not be responsible for the cost of developing or implementing a radon mitigation plan, and further shall not be liable for detection of deficiencies, whether patent or latent, not otherwise part of an independent home inspection contract with INSPECTOR, merely as a result of INSPECTOR'S presence at the home/building. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated

damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the radon inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this radon inspection, and for additional fee, perform additional inspections and otherwise create or implement certain radon mitigation plans or systems beyond those within the scope of the basic radon inspection. Any agreement for such additional services shall be in a separate writing or noted here:

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to INSPECTOR (less any deposit noted above) is due prior to the testing of the radon inspection. If any testing devices are damaged and or become missing this would be the sole responsibility of the client and or its agents to replace the testing devices at the replacement value. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity. CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

As president Troy Farmer
FOR INSPECTOR

CLIENT OR REPRESENTATIVE

DATE: