DATE: 6/27/11  DEPARTMENT:  Engr  DEPT. HEAD SIGNATURE:  

SUBJECT: Motion to authorize submittal of a Project Letter of Intent for the Hazard Mitigation Assistance (HMA) Grant Program for Woodside Subdivision.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This grant program has the possibility of assisting with removing Woodside Subdivision homes from the floodplain by improving the flood control channels to take all of the Quigley Canyon flow. This is just a Letter of Intent. The actual application would be prepared if this project is deemed eligible for further consideration.

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  

FOLLOW-UP:

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

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

Draft 12-30-03
Hazard Mitigation Assistance (HMA) Grant Programs
Project Letter of Intent

This letter of intent establishes your jurisdiction’s interest in the competitive hazard mitigation grant programs provided by FEMA and to identify projects that are priority for your jurisdiction to reduce fatalities or injuries or to eliminate future emergency or disaster costs associated with natural disasters.

THIS IS NOT THE GRANT APPLICATION. When your application is reviewed and approved for submittal, you will be provided information allowing you to apply for the grant via FEMA’s eGrant online application at a later date.

Each mitigation grant program has its own specific eligibility and other requirements. Please consult program guidance for details on the program from which you will be seeking funds before completing and returning this document to Idaho Bureau of Homeland Security ("IDBHS").

Applicant Type:
☐ State Government   ☐ Local Government   ☐ Tribal Nation
☐ Special Purpose District   ☐ Public/ Tribal College or University   ☐ Other

Name/Address of Jurisdiction:
City of Hailey
115 Main St S
Hailey, ID 83333

Contact Person: Jim Zarubica
Phone Number: 208-788-9830
Email: jim.zarubica@haileycityhall.org
County of Jurisdiction: Blaine

Mitigation Program: (Please check one program from which you are seeking funds for this project)
X Hazard Mitigation Grant Program (HMGP) ☐ Pre-disaster Mitigation Grant (PDM) ☐ Flood Mitigation Assistance (FMA)

1. What is the Natural Hazard(s) that your project will address? Briefly describe the nature of the problem. How will this project protect life, safety or property in your jurisdiction? A flood event out of Quigley Canyon has the potential of sending water to approximately 290 homes in the Woodside subdivision. This project would channel the water to an existing channel system that needs improvements to handle the water volume.

2. Describe the level of Risk (probabilities or frequency of occurrence) and impacts (severity) of these hazards upon your jurisdiction. The probability of this event is low but the impact would be great given the possible number of affected homes.

3. Please provide a short description of your proposed project.
   This project would replace undersized culverts and widen and deepen the existing flood control channel through the Woodside subdivision.

4. Explain how this project is consistent with the goals/objectives of your All-Hazard Mitigation Plan. Please indicate the page number where project is located in your plan. The Blaine County All-hazard Mitigation plan is FEMA approved however this specific project is not included. Flood hazard is addressed in the Blaine County All-Hazards Mitigation plan on pages 91 – 109.

5. Please indicate any technical assistance you will be requesting. Select all that apply.
   X None   ☐ Engineering design help   ☐ Benefit cost analysis support

6. Are there any known environmental or historical preservation issues anticipated with this project?
   X No   ☐ Yes (Please explain).

Phone: (208) 422-3040 • Fax: (208) 422-3044 • 24-Hour Emergency Notification: (208) 846-7610

- 24 -
7. What is the value of the property or infrastructure you are going to protect? 290 homes at an average value of $150,000 is a total value of $43.5 million.

8. What is the source of the local cost share? Either the City of Hailey Capital fund or an LID.

9. Will this project be a short-term or a long-term solution to the problem being mitigated? Long term solution.

HMA Programs Project Letter of Intent

Please answer the following yes-or-no questions to further determine if your project will be eligible for consideration for Unified HMA programs. Does the project:

1. Substantially reduce the risk of future damage, hardship, loss or suffering from a hazard? X Yes □ No
2. Address a problem that is repetitive or poses a significant risk if left unresolved? X Yes □ No
3. Contribute substantially to a long-term solution? X Yes □ No
4. Provide cost effective protection over the expected project life? X Yes □ No
5. Conform to federal and state environmental regulations? X Yes □ No
6. Have manageable future maintenance requirements? X Yes □ No
7. Reflect the most practical, effective and environmentally sound solution from among all Alternatives considered? X Yes □ No
8. Additionally, is your jurisdiction participating and in good standing in the National Flood Insurance Program (NFIP)? (Note: If No, your project can not be considered.) X Yes □ No
9. Does your community have a FEMA-approved All Hazards Mitigation Plan? (Note: If No, your project can not be considered.) X Yes □ No

Estimated Cost of the Project: Please provide a brief estimate of anticipated costs: A cost estimate of $440,000 was obtained in 2007 for this work. It would be estimated at $500,000 at this time.

(Note: Every project application must include a benefit-cost analysis using FEMA’s BCA tool, version 4.5.5. We suggest that you become familiar with the tool and its documentation requirements in order to better anticipate the application process.)

Please return to the address listed below NO LATER THAN FRIDAY, JULY 8, 2011.

Return to:
State Hazard Mitigation Officer
Idaho Bureau of Homeland Security
4040 Guard Street, Bldg 600
Boise ID 83705-5004

Phone: (208)422-3047
Fax: (208)422-3044
Email: djackson@bhs.idaho.gov

QUESTIONS? Please contact:
Dave Jackson, State Hazard Mitigation Officer (208) 422-3047 djackson@bhs.idaho.gov
Mark Stephensen, Mitigation Planner (208) 422-5726 mstephensen@bhs.idaho.gov
Alicia Martin-Cowger, Mitigation Program Assistant (208) 422-6692 amartin-cowger@bhs.idaho.gov

Important: The completed letter of intent, including those sent US Post Office, must be received by the Bureau of Homeland Security by no later than July 8, 2011. There will be no exceptions. Please, only one letter of intent per plan or plan revision.
AGENDA ITEM SUMMARY

DATE: 9/27/11         DEPARTMENT: Engr        DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to authorize the Mayor to sign Utility Agreements with Idaho Power, Intermountain Gas, Cox Communications, Qwest and Syringa for the Woodside Blvd Reconstruction Project.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

A sample copy of the Utility Agreements for the Woodside Blvd Project is attached. These agreements are a requirement of Federal Highways for approval to bid the project and require the utilities to relocate their facilities as necessary for the project to be constructed.

P.S. Two of these agreements are attached - Qwest & Intermountain Gas

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: (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:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date ☐

City Clerk ☐

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: Record ☐ Additional/Exceptional Originals to: ☐

Copies (all info.): ☐   Copies (AIS only) ☐

Instrument # ☐

Draft 12-30-03
UTILITY RELOCATION AGREEMENT

WOODISDE BOULEVARD RECONSTRUCTION PROJECT
TIGER II GRANT PROGRAM
PROJECT NO. TDGII-C-07
FHWA GRANT NO. DTFH61-11-G-00001

THIS UTILITY RELOCATION AGREEMENT ("Agreement") is made and entered into this ______ day of __________________, 20____, by and between the CITY OF HAILEY, hereinafter referred to as the "City", and IDAHO POWER COMPANY, hereinafter referred to as the "Company".

GENERAL DEFINITIONS

Contractor – Individual, partnership, firm, corporation, or any combination thereof including their respective officers, agents, employees and their respective subcontractors including officers, agents and employees that are contracted to the Project.

Project – The work defined by the plans and specifications developed by the City as described in paragraph 1 of this Agreement.

PURPOSE:
The City proposes to improve all of Woodside Blvd in Hailey, Idaho. It is necessary to relocate or modify Company facilities generally located on or under Woodside Blvd. and the Woodside Blvd. right-of-way and intersecting streets to accommodate the Project. The Project is intended to be divided into phases over the course of two (2) years. The first phase is projected to begin in May 2012 generally between Fox Acres and Countryside. The second phase is projected to begin May 2013 generally between Countryside and State Highway 75. This Agreement sets out the terms and conditions under which the relocation or modification of Company facilities is to be accomplished.

TERMS:

1) Relocation of Utilities. The Company shall, at its sole expense, relocate its existing underground electrical lines, transformers, sector boxes and individual electric services that are identified in the Project documents.

2) Duties. It is mutually agreed between the parties hereto that the City will provide the Company with special provisions and plan information in the Project documents which identify locations where the Company will be required to relocate facilities. The Company agrees, at its own expense, to a) relocate existing facilities by the dates specified in the Project documents, b) relocate the Company facilities in accordance with the standards and specifications set forth in the Project documents, and c) coordinate the relocation of the Company’s facilities with the City’s Contractor during the anticipated and unanticipated schedule of the Project.

3) The Company approves the plans for the Project and agrees to indemnify and hold the City harmless for any claim concerning this work. Any claim the Company may have concerning this work shall be made against the City’s Contractor.

4) 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.

5) Each signatory agrees that he or she has full authority and consent to sign this Agreement.
6) 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.

7) 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.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Attest for Idaho Power Company

By: ____________________________
   Title: _________________________

Attest for City of Hailey

By: ____________________________
   City Clerk

IDAHO POWER COMPANY

By: ____________________________
   Title: _________________________

CITY OF HAILEY

By: ____________________________
   Mayor
June 10, 2011

Intermountain Gas Company  
Charles Haszier  
687 Blue Lakes Blvd.  
Twin Falls, ID 83301

RE: Woodside Boulevard Reconstruction, Hailey, Idaho  
Utility Relocation Agreement

Dear Charles:

The City of Hailey is requesting your acceptance of the attached agreement for the relocation of your underground utilities as may be necessary for the reconstruction of Woodside Blvd in the City of Hailey. J-U-B ENGINEERS, Inc. has previously sent you demolition & utility plans for the project.

This utility relocation agreement for the Woodside Boulevard project is a requirement of the federal grant and will need to be signed by June 30, 2011. Following the receipt of the signed agreement final construction plans will be forwarded to you.

If you need any further information regarding this request, please contact me by phone 208-788-9830, Ext 14 or by email tom.hellen@haileycityhall.org. Thank you for your help.

Sincerely,

Thomas Hellen, PE  
Public Works Director/City Engineer
UTILITY RELOCATION AGREEMENT

WOODISDE BOULEVARD RECONSTRUCTION PROJECT
TIGER II GRANT PROGRAM
PROJECT NO. TDGII-C-07
FHWA GRANT NO. DTFH61-11-G-00001

THIS UTILITY RELOCATION AGREEMENT ("Agreement") is made and entered into this 17th day of ________ , 2011, by and between the CITY OF HAILEY, hereinafter referred to as the "City", and INTERMOUNTAIN GAS COMPANY, hereinafter referred to as the "Company".

GENERAL DEFINITIONS
Contractor — Individual, partnership, firm, corporation, or any combination thereof including their respective officers, agents, employees and their respective subcontractors including officers, agents and employees that are contracted to the Project.

Project — The work defined by the plans and specifications developed by the City as described in paragraph 1 of this Agreement.

PURPOSE:
The City proposes to improve all of Woodside Blvd in Hailey, Idaho. It is necessary to relocate or modify Company facilities generally located on or under Woodside Blvd. and the Woodside Blvd. right-of-way and intersecting streets to accommodate the Project. The Project is intended to be divided into phases over the course of two (2) years. The first phase is projected to begin in May 2012 generally between Fox Acres and Countryside. The second phase is projected to begin May 2013 generally between Countryside and State Highway 75. This Agreement sets out the terms and conditions under which the relocation or modification of Company facilities is to be accomplished.

TERMS:
1) Relocation of Utilities. The Company shall, at its sole expense, relocate its existing underground natural gas pipelines and individual natural gas services that are identified in the Project documents.

2) Duties. It is mutually agreed between the parties hereto that the City will provide the Company with special provisions and plan information in the Project documents which identify locations where the Company will be required to relocate facilities. The Company agrees, at its own expense, to a) relocate existing facilities by the dates specified in the Project documents, b) relocate the Company facilities in accordance with the standards and specifications set forth in the Project documents, and c) coordinate the relocation of the Company’s facilities with the City’s Contractor during the anticipated and unanticipated schedule of the Project.

3) The Company approves the plans for the Project and agrees to indemnify and hold the City harmless for any claim concerning this work. Any claim the Company may have concerning this work shall be made against the City’s Contractor.

4) 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.

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

6) 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.

7. 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.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Attest for Intermountain Gas Company

By: GREGORY WATKINS
    Title: DISTRICT OPERATIONS MANAGER

INTERMOUNTAIN GAS COMPANY

By: __________________________
    Title: DISTRICT OPERATIONS MANAGER

Attest for City of Hailey

By: __________________________
    City Clerk

CITY OF HAILEY

By: __________________________
    Mayor
June 14, 2011

City of Hailey
C/O Thomas Hellen
115 South Main Street
Hailey, Id. 83333

Re: Woodside Boulevard Reconstruction

Dear Thomas:

This letter is in regard to the above-referenced Woodside Boulevard Reconstruction and request that Qwest relocate its existing facilities.

Consistent with Qwest internal policies and procedures for all relocation requests, Qwest will be conducting a further investigation of the scope of the project and whether Qwest may be entitled to reimbursement of its relocation costs. To facilitate and expedite our investigation please provide any information you may have regarding the purpose of the project, funding sources for the project, the entity(ies) requesting the project or relocation of Qwest facilities, and parties benefiting from the project. Someone from our ROW office may contact you if we have additional questions. If our investigation indicates that Qwest is entitled to reimbursement of our relocation costs, we will provide an estimate of the same as soon as possible. To the extent Qwest is in fact entitled to reimbursement under any local, state or federal law, including but not limited to reimbursement funds that the State may be eligible for under the Federal Highway Administration program described in Title 23 of the United States Code and applicable regulations, Qwest will be submit invoices for such actual relocation costs.

To avoid any delay in processing your relocation request, please provide the above information as soon as possible. If you have any question, please feel free to call me.

Sincerely,

[Signature]

Jeff Schamber
Design Engineer
Qwest Corporation
208-733-0278
UTILITY RELOCATION AGREEMENT
WOODISDE BOULEVARD RECONSTRUCTION PROJECT
TIGER II GRANT PROGRAM
PROJECT NO. TDGII-C-07
FHWA GRANT NO. DTFH61-11-G-00001

THIS UTILITY RELOCATION AGREEMENT ("Agreement") is made and entered into this \( \text{6th} \) day of \( \text{July} \), 2011, by and between the CITY OF HALEY, hereinafter referred to as the "City", and QWEST, hereinafter referred to as the "Company".

GENERAL DEFINITIONS
Contractor – Individual, partnership, firm, corporation, or any combination thereof including their respective officers, agents, employees and their respective subcontractors including officers, agents and employees that are contracted to the Project.

Project – The work defined by the plans and specifications developed by the City as described in paragraph 1 of this Agreement.

PURPOSE:
The City proposes to improve all of Woodside Blvd in Hailey, Idaho. It is necessary to relocate or modify Company facilities generally located on or under Woodside Blvd. and the Woodside Blvd. right-of-way and intersecting streets to accommodate the Project. The Project is intended to be divided into phases over the course of two (2) years. The first phase is projected to begin in May 2012 generally between Fox Acres and Countryside. The second phase is projected to begin May 2013 generally between Countryside and State Highway 75. This Agreement sets out the terms and conditions under which the relocation or modification of Company facilities is to be accomplished.

TERMS:
1) Relocation of Utilities. The Company shall, at its sole expense, relocate its existing underground communication cables and individual services that are identified in the Project documents.

2) Duties. It is mutually agreed between the parties hereto that the City will provide the Company with special provisions and plan information in the Project documents which identify locations where the Company will be required to relocate facilities. The Company agrees, at its own expense, to a) relocate existing facilities by the dates specified in the Project documents, b) relocate the Company facilities in accordance with the standards and specifications set forth in the Project documents, and c) coordinate the relocation of the Company’s facilities with the City’s Contractor during the anticipated and unanticipated schedule of the Project.

3) The Company approves the plans for the Project and agrees to indemnify and hold the City harmless for any claim concerning this work. Any claim the Company may have concerning this work shall be made against the City’s Contractor.

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7) 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.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Attest for Qwest

By: ________________________________
Title: Mgr. Eng. & Const.

Attest for City of Hailey

By: ________________________________
City Clerk

Attest for QWEST

By: ________________________________
Title: ________________________________

City of Hailey

By: ________________________________
Mayor
AGENDA ITEM SUMMARY

DATE: 6/27/11       DEPARTMENT: PW - Streets       DEPT. HEAD SIGNATURE:  

SUBJECT: Motion to authorize the Mayor to sign a waiver of liability from Idaho Power for their assistance in setting the new banner poles at Spruce & Main

AUTHORITY: □ ID Code _______       □ IAR _______       □ City Ordinance/Code _______
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

A third banner location was identified as Spruce & Main. We requested assistance from Idaho Power for setting two power poles in holes dug by Street Dept personnel. Idaho Power has requested a release from liability for this assistance. Without their help setting these poles would have been extremely difficult for city crews to complete. The waiver document will be available on Friday, 6/24.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

<table>
<thead>
<tr>
<th>Caselle #</th>
<th>YTD Line Item Balance $</th>
<th>Estimated Completion Date:</th>
<th>Phone #</th>
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<tbody>
<tr>
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<td>788-9830</td>
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<td>Ext 14</td>
</tr>
</tbody>
</table>

Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

<table>
<thead>
<tr>
<th>City Attorney</th>
<th>Clerk / Finance Director</th>
<th>Engineer</th>
<th>Building</th>
</tr>
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<td>P &amp; Z Commission</td>
<td>Police</td>
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</tr>
<tr>
<td>Streets</td>
<td>Public Works, Parks</td>
<td>Mayor</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date _______________________________

City Clerk __________________________

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record
Copies (all info.):
Instrument # _________________________

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

Draft 12-30-03
AGENDA ITEM SUMMARY

DATE: 6/27/11      DEPARTMENT: PW - Parks      DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to authorize the Mayor and Council President to sign the Idaho Power easement for underground lines and equipment at the Rodeo Grounds

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached easement is for Idaho Power to install and maintain their underground lines and equipment at the Rodeo Grounds.

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

FOLLOW-UP:

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

Draft 12-30-03
June 15, 2011

City of Hailey
Attn: Tom Hellen
115 S Main St.
Hailey, ID 83333

Subject: Power Line Easement

Dear Tom:

Please find enclosed the easement need by Idaho Power to install and maintain IPCo equipment on the City of Hailey's property located at 791 S. Main Street, Hailey, Idaho.

Please have two authorized representatives sign the easement in the presence of a Notary Public and return to me at 11831 Highway 75 or PO Box 3909, Hailey, Idaho 83333.

Best Regards,

Cyndi Bradshaw
Sr. Distribution Designer
Easement—Organization

The City of Hailey

a, municipality

"Grantor(s)", of Blaine County, State of Idaho, do hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, 83702 (P.O. Box 70, Boise, ID 83707), its licensees, successors, and assigns, (collectively, "Grantee"), for One Dollar and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, a permanent and perpetual easement and right of way, at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

Underground Facilities: Underground electrical power line or lines and related facilities and equipment, generally including, but not limited to, buried power lines and wires, above-ground pad-mounted transformers, junction boxes, cables, conduits, communication lines, including fiber optics, other equipment, and all related appurtenances, any of which may extend above ground, in certain locations to be determined by Grantee at Grantee's sole and absolute discretion (all of the above collectively being referred to as the "Facilities") together with the right to permit the attachment and/or use or placement of the wires, fixtures, cables and conduits of other companies or parties (all of the same being included within the definition of "Facilities"), on, over, through, under, and across the following premises belonging to Grantor(s) in Blaine County, State of Idaho, in the location described below.

Grantee is hereby also granted the perpetual right of ingress and egress over Grantor's other property necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and together with all rights and privileges incident thereto, including, but not limited to, (i) the right, at Grantee's expense, to excavate and refill ditches and trenches for the location of the Facilities, (ii) the right, at Grantee's expense, to cut, trim, and remove trees, brush, bushes, sod, flowers, shrubbery, overhanging branches and other obstructions and improvements which may injure or interfere with Grantee's use, occupation, or enjoyment of this easement, and (iii) the right, at Grantee's expense, to install, construct, operate, inspect, alter, maintain, replace, improve and repair any and all aspects of Grantee's Facilities over, through, under and across the lands subject to this easement.

The location of the easement and right of way granted herein is described as follows:

See attached Exhibit 'A' and 'B'

Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof through excavations, grading, installation of berms, or other activities without the prior written approval of Grantee. Grantor shall not place nor build any structure(s) within the easement area except fences and except as otherwise approved by Grantee in writing. This Easement shall run with the land and be binding upon the parties' successors and assigns.

Checked by

Work Order # 27340751

Executed and delivered this ______ day of __________, ________

Signature(s) of Grantor(s) (Include title where applicable):

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
Corporate Verification

STATE OF __________________________ ss.

COUNTY OF __________________________

I, ___________________________________ (Notary's Name), a notary public, do hereby certify that on this ________________
day of ______________________, 20____, personally appeared before me ____________________________________________
(Individual’s Name Including Title) and ____________________________________________________________ (Individual’s
Name Including Title), who, being by me first duly sworn, declared that he/she/they are respectively the duly authorized person(s) of
________________________________________ (Organization Name), that they
signed the foregoing document, and acknowledged to me that they executed the same as the free act and deed on behalf of
said organization.

(NOTARY SEAL)

________________________
Notary Public

My Commission Expires on ____________________________
EXHIBIT B

LEGEND

- Easement Line
- Vacated Right-of-Way Centerline
- Lot Line
- Block Number
- Lot Number

1 inch = 60 feet

POI NT OF BEGINNING

FOUND 1/2 INCH REBAR BY PLS 1000 MARKING THE CENTERLINE INTERSECTION OF STATE HIGHWAY 75 AND MAPLE STREET

FOUND 5/8 INCH REBAR MARKING THE CENTERLINE INTERSECTION OF STATE HIGHWAY 75 AND CHESTNUT STREET

AN EXHIBIT MAP FOR A UTILITY EASEMENT LEGAL DESCRIPTION
HAILEY RODEO PARK
SECTION 9, T.2N., R.19E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO
PREPARED FOR IDAHO POWER

<table>
<thead>
<tr>
<th>LINE</th>
<th>BEARING</th>
<th>LENGTH</th>
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<tbody>
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<tr>
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<tr>
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<tr>
<td>L14</td>
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Galena Engineering

Civil Engineers & Land Surveyors
660 Second Avenue North
P.O. Box 429
Ketchum, Idaho 83340
(208) 726-4769
(208) 726-4763 fax
email: gelen@galena-engineering.com

IDAPROjects/5390-028/rodeo/Ground\ Boundary-Pnt/03/002 HPF PIDC exhibits.pjg 5/15/2011 7:31:23 AM MDT SHT 1 OF 1
EXHIBIT A

LEGAL DESCRIPTION FOR IDAHO POWER EASEMENT
AT THE HAILEY RODEO PARK

A legal description for a parcel of land located within Lot 22, Block 126, and Lots 10, 11, 20 and 21, Block 127, and their adjoining vacated alleys and roadways of the Hailey Townsite, City of Hailey, Blaine County, Idaho, and being more particularly described as follows:

Beginning at a 1/2 inch rebar by PLS 1000 marking the centerline intersection of State Highway 75 and Maple Street, City of Hailey, said point falling S 28°45'06" E 400.03 feet from a 5/8 inch rebar marking the centerline intersection of State Highway 75 and Chestnut Street, City of Hailey; Thence S 76°48'59" E, 424.84 feet to the POINT OF BEGINNING;

Thence along the following courses:

N 61°00'27" E, 279.32 feet;
N 28°57'38" W, 8.10 feet;
N 61°14'10" E, 306.79 feet;
S 28°45'43" E, 10.00 feet;
S 61°14'07" W, 296.76 feet;
S 28°57'38" E, 38.00 feet;
S 61°00'27" W, 16.89 feet;
N 28°57'38" W, 9.96 feet;
N 61°00'27" E, 6.89 feet;
N 28°57'38" W, 19.97 feet;
S 61°00'27" W, 266.73 feet;
S 28°57'38" E, 12.63 feet;
S 61°00'27" W, 12.68 feet;
N 28°44'40" W, 22.63 feet to the POINT OF BEGINNING.

Said parcel contains 6,470 square feet, more or less.
***SHARED TRENCH PROJECT**
COMMUNICATIONS ONLY

INSTALLING PRIMARY 4" CONDUIT ONLY.
PLUG AND MARK WITH MARKER BALL.

UNDERGROUND CABLE NOTES

<table>
<thead>
<tr>
<th>STATION</th>
<th>CABLE SIZE</th>
<th>CABLE LENGTH</th>
<th>TRENCH LENGTH</th>
<th>CONDUIT SIZE</th>
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<td>4&quot;</td>
<td>260</td>
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</table>

95% COMPACTION REQUIRED ON ALL
OF TRENCH LINE.

FUTURE SITE
OF 3-PHASE
TRANSFORMER
NEEDED FOR
ICE RINK.

EXISTING 4-
PRIMARY CONDUIT
INSTALLED 2010.
END OF CONDUIT
MARKED BELOW.
EXCAVATION HERE.

**GALENA ENGR TO PROVIDE ALL
TRENCH LOCATION STAKING AS WELL
AS FINAL GRADE STAKING.**
Notarizing Easements

The following are brief explanations and examples. Specific questions should be directed to your Notary.

For information on what type of organization a business might be registered as, please refer to the Secretary of State Web sites for Idaho or Oregon.

Note: The name of each individual who signs the easement must be listed separately in the notary block.

Assumed Business

An “assumed business name” means:

- any name other than the true name of any formally organized or registered entity, under which name the entity holds itself out for the transaction of business in the state of Idaho;
- or any name under which any individual, any group of individuals or other persons, or any entity other than a formally organized or registered entity, holds itself out for the transaction of business in the state of Idaho, if that name does not include in full the true names of all individuals and other persons who have a financial interest in the business which is or may be transacted; which name shall not include words or abbreviations which falsely state or imply governmental affiliation or the existence of a formally organized or registered entity.

“Formally organized or registered entity” shall mean a legal entity which is created in and authorized to do business in the state of Idaho or Oregon. Formally organized or registered entities include corporations, limited liability companies, limited partnerships, limited liability partnerships, foreign insurance companies, credit unions, national banks and other entities created pursuant to federal law.

“Foreign,” as applied to a formally organized or registered entity, shall mean organized under the laws of a jurisdiction other than Idaho or the federal government.

“Individual” shall mean a natural person.

“Person” shall mean an individual, a trust or estate, a partnership, or a formally organized or registered entity.

When applied to an individual, the name which the individual uses to bind himself or herself to legal obligations. The true name will include the surname and some combination of given names or initials, and may include other identifiers such as “Jr.,” “3d” or “III.”

Corporations

A corporation must be registered with the Secretary of State in order to do business within the state.

Generally, two or more of the corporation’s officers (for example, the president and vice president, and some assistant vice presidents), authorized to sign on behalf of the company, sign the easement. The officers should sign as individuals, with their title listed next to their signature. The secretary, treasurer, or assigned party should witness the signatures.

However, some corporations might have resolutions allowing one officer or manager to sign. This should be confirmed before accepting one signature.

The corporation’s seal can be affixed next to the signatures, but is not required.

C-Corporations

A C-Corporation is a corporation that is taxed under subchapter C of the Internal Revenue Code. It possesses the attributes of a limited liability, which means that a shareholder generally will not be liable for debts or obligations. A C-Corporation is subject to contractual restrictions and securities limitations. The management of a C-Corporation is vested in the corporation’s directors, who need not be shareholders of the corporation.

S-Corporations

An S-Corporation is a corporation that possesses all of the attributes of a “regular” or C-Corporation, but elects, with the consent of all shareholders, to be taxed roughly the same as a partnership. An S-Corporation is taxed under subchapter S of the Internal Revenue Code. An S-Corporation may not have more than 100 members.
Individuals
Parties having an interest in the property, either as owners, leasehold owners, or contract buyers (unless they are buying property through a corporation or LLC, then they sign the name of the organization and list their titles) should sign as individuals, using their full personal names, including middle initials (if normally used). If an individual purchases property and then changes his or her name, he or she should sign using the name of record, followed by the new name:

Example: Sally Smith purchases Property A in 1991. Sally Smith marries Richard Jones in 1995 and changes her name to Sally Jones. Sally Jones grants an easement over Property A in 1997. Sally should sign the easement “Sally Jones Smith” or “Sally Smith Jones” (the order of last names is determined by the Grantor).

All the owners of the property must sign the easement.

Informal Partnership
An informal partnership is not recorded with the Secretary of State. An example would be a father and son-in-law (who have purchased property to fix and sell later). If their spouses are not involved in these partnerships, they need to add next to their name “sole and separate property.”

Example: Bill Jones, a married man, as his sole and separate property and
Rick Wonder, a married man, as his sole and separate property

Limited Liability Corporations (LLC)
A LLC must be registered with the Secretary of State in order to do business within the state.

LLCs are either member-managed (titles can include “current member” or “member”) or manager-managed (titles can include “director,” “member,” “owner,” etc.).

Examples: David S. Jennett, President (or other officer)
David S. Jennett, a current member
David S. Jennett, a member

Limited Liability Partnerships (LLP)
LLP is a general partnership in which a partner is not personally liable for any debts, obligations, and liabilities of the partnerships, except the debts for which the partner has expressly agreed in writing. A LLP must be registered with the Secretary of State in order to do business within the state.

LLP is a variation of a partnership. Partnerships are either General or Limited. The general partners possess the power to manage the partnership and only a general partner may sign on behalf of the partnership. Depending on how the partnership is set up, more than one general partner may be required to sign. Partners sign as individuals—using their full, personal name—followed by the phrase “a general partner.”

Example: Jake Jones, a general partner

Limited Partnerships (LP)
LP is a variation of a partnership with one or more general partners and one or more limited partners. A Limited Partnership must be registered with the Secretary of State in order to do business within the state.

The general partners possess the power to manage the partnership, and only a general partner may sign on behalf of the partnership. Partners sign as individuals—using their full, personal name—followed by the phrase “a general partner.”

Example: Jake Jones, a general partner

Municipality (City, County, Townships)
Generally, at least two officials sign unless the municipality has hired a manager who is legally authorized to act on behalf of the municipality and who signs the easement. They should sign as individuals, with their title or position listed next to their signature. The municipality’s clerk must witness the signatures.

Partnerships
A partnership is composed of two or more persons having joint interest in the property. A partnership must be registered with the Secretary of State in order to do business within the state. For examples of partnerships and the rules governing them, see the following sections:
• Informal Partnership
• Limited Liability Partnership (LLP)
• Limited Partnership (LP)
• Professional Association and Professional Corporations

Power of Attorney
When someone presents a recorded Power of Attorney, he or she may sign for any individuals indicated in the recorded Power of Attorney document only. The person vested with the Power of Attorney should sign the property owner’s name, followed by the Power of Attorney’s name and the words “Power of Attorney.”

Example: Paul and Elaine Pierce grant Power of Attorney to Nancy Ward via a recorded Power of Attorney document. If Nancy were to sign an easement across Pierce’s property, she should sign it as follows:

Paul Pierce
Elaine Pierce
By Nancy Ward, Power of Attorney

The Power of Attorney must be recorded in the county where the property described in the easement is located. A copy of the recorded Power of Attorney should be attached to the easement. The County may refuse to record any documents if the Power of Attorney isn’t recorded within that county. As a Notary, you can ask for proof of authorization to sign on behalf of the individual.

Professional Association and Professional Corporations
They purchase this designation from the state and must be registered with the Secretary of State in order to do business within the state.

They are either member-managed (titles can include “current member” or “member”) or manager-managed (titles can include “director,” “member,” “owner,” etc.).

Examples: David S. Jennett, President (or other officer)
David S. Jennett, a current member
David S. Jennett, a member

Professional Limited Liability Corporation (PLLC)
A PLLC is a professional service limited liability company, in which all of members are duly licensed or legally authorized to render professional services. (Examples of a PLLC are doctors, lawyers, architects, etc.)

Religious Organizations
At least two members (for example, a board member or council member), legally authorized to grant property rights on behalf of the organization, should sign the easement. They should sign the easement as individuals, with their title or position within the organization listed next to their signature.

If the religious organization is incorporated, the organization’s seal can be affixed next to the signatures, but is not required.

School Districts
At least two school board members, authorized to act on the school district’s behalf, should sign the easement. They should sign as individuals, with their title listed next to their signature (for example, Chairman or Board Member).

Single Member Limited Liability Corporation (SMLLC)
A SMLLC is an entity owned by one person, and is by default a “disregarded entity” for federal tax purposes.

Trusts
The Trustee named in the Trust should sign as an individual, followed by the word “Trustee” and the name of the Trust listed under his or her signature.

Example: John Q. Smith, Trustee
Smith Family Trust

The Trust is generally kept by the person who set up the Trust, but copies or portions of copies are provided to banks, accountants, and attorneys. As a Notary, you can ask for proof of authorization to sign on behalf of the Trust.
AGENDA ITEM SUMMARY

DATE: June 27, 2011  DEPARTMENT: Community Development

SUBJECT: RESOLUTION EXEMPTING FEES ASSESSED FOR THE RESERVATION OF CITY PARKS FOR CERTAIN SPECIAL EVENTS

AUTHORITY: ☐ ID Code ☐ IAR ☒ City Ordinance/Code 12.14.070(1)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Section 12.14.070(1) of the Hailey Municipal Code states events that meet certain criteria may be exempted from the per diem fee assessed for special events held in a city park by resolution of the City Council. The criteria stated in Section 12.14.070(1)(a) include non-profit events that have been annual events within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators and are promoted locally and regionally within the state and the northwest. The following events meet the criteria stated in Section 12.14.070(1)(a):

- Northern Rockies Folk Festival
- Hailey 4th of July Parade and Fireworks
- Trailing of the Sheep Festival

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Casele #

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

Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

☒ City Administrator ☐ Library
☒ City Attorney ☐ Mayor
☒ City Clerk ☐ Planning
☒ Building ☐ Police
☒ Engineer ☒ Public Works, Parks
☒ Fire Dept. ☐ P & Z Commission

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2011-17 and authorize the Mayor to sign.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date

City Clerk

FOLLOW-UP:

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

Copies (AIS only)

- 49 -
RESOLUTION NO. 2011 - 17

A RESOLUTION OF THE HAILEY CITY COUNCIL ENACTED PURSUANT TO HAILEY MUNICIPAL CODE CHAPTER 12.12, PROVIDING EXEMPTION OF FEES ASSESSED FOR THE RESERVATION OF CITY PARKS FOR CERTAIN SPECIAL EVENTS.

WHEREAS, the City of Hailey has adopted Chapter 12.14 of the Hailey Municipal Code which sets out procedures and requirements for special events help in the City of Hailey;

WHEREAS, Section 12.14.070(1) of the Hailey Municipal Code states events that meet certain criteria may be exempted from the per diem fee assessed for special events held in a city park by resolution of the City Council;

WHEREAS, the criteria stated in Section 12.14.070(1)(a) include non-profit events that have been annual events within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators and are promoted locally and regionally within the state and the northwest; and

WHEREAS, the following events meet the criteria stated in Section 12.14.070(1)(a):
- Northern Rockies Folk Festival
- Hailey 4th of July Parade and Fireworks
- Trailing of the Sheep Festival

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho that the following events are exempt from payment of the per diem fee assessed for special events held in a city park:
1. Northern Rockies Folk Festival
2. Hailey 4th of July Parade and Fireworks and ancillary activities included on the special events application that may be held a city park.
3. Trailing of the Sheep Festival Folklife Fair

This exemption does not apply to other applicable application fees, per diem, or service fees associated with the special event.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS 27th DAY OF JUNE, 2011.

______________________________
Richard L. Davis
Mayor City of Hailey

ATTEST:

______________________________
Mary Cone, City Clerk

Resolution 2011-17
Per Diem Park Reservation Fee Exemption

- 50 -
AGENDA ITEM SUMMARY

DATE: 6/27/11  DEPARTMENT: Finance & Records  DEPT. HEAD SIGNATURE:

SUBJECT:
Transfer of Alcohol Beverage License to La Costa Restaurant from Chapala’s Restaurant.

AUTHORITY:  □ ID Code ___________  □ IAR ___________  □ City Ordinance/Code 5.04, 5.08, 5.12

(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

La Costa restaurant has replaced Chapala’s. La Costa has a temporary state license and is waiting on his county license. The state Alcohol Beverage License will expire on June 27, 2011. Within the next few days the La Costa Restaurant owner hopes to have all the state paperwork finalized and will be issued the permanent state license.

The Chief of Police will do his research and approval once we have the permanent state and county licenses.

No license will be issued until the remaining information is received in good order AND the Police Chief has approved the application.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

CASelle #

Budget Line Item #  YTD Line Item Balance $

Estimated Hours Spent to Date:  Estimated Completion Date:

Staff Contact:  Phone #

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve the following alcohol beverage licenses upon receiving the final state and county licenses and Police Chief approval.

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: ___________

Copies (all info.): ___________

*Additional/Exceptional Originals to: ___________

Instrument # ___________  Copies ___________
ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

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<tr>
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TOTAL DUE: __________________________

APPLICATION IS:

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<td>New License</td>
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<tr>
<td>Renewal</td>
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<tr>
<td>Transfer</td>
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Applicant Name: Jose Jaime German

Business Name: LA COSTA MEXICAN RESTAURANT INC #2

Business Physical Address: 502 N. MAIN ST. HAILEY IDAHO 83333

Business Mailing Address: 502 N. MAIN ST. HAILEY IDAHO 83333

Business Phone Number: 208-788-5065

Property Owner (if different from applicant): ____________

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

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

[Signature]

Applicant Signature

Date: 5/24/2011

Subscribed and sworn to before me this 24th day of May, 2011.

Christine Davis
Notary Public OR City Clerk

Residing at: Twin Falls, ID

My Commission Expires Jan 28, 2015

Chief of Police