AGENDA ITEM SUMMARY

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

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

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

☑ City Administrator  ☐ Library  ☐ Benefits Committee
☐ City Attorney  ☐ Mayor  ☐ Streets
☐ City Clerk  ☐ Planning  ☐ Treasurer
☐ Building  ☐ Police
☐ Engineer  ☐ Public Works, Parks
☐ Fire Dept.  ☐ P & Z Commission

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date

City Clerk

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record  *Additional/Exceptional Originals to:
Copies (all info.):  Copies (AIS only)
Instrument #
Community Choices for Idaho

Final Application

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

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

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

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

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

APPLICANT INFORMATION

Applicant: City of Hailey
Address: 115 Main St S.
City: Hailey State: ID Zip: 83333
Contact person: Thomas Hellen Title: Public Works Director/City Engineer
Phone: 208-788-9830 Ext 14 Email: tom.hellen@haileycityhall.org

Co-Applicant/Sponsor (if different from Applicant): Blaine County School District
Address: 118 W. Bullion St.
City: Hailey State: ID Zip: 83333
Contact person: Mike Chatterton Title: Business Manager
Phone: 208-578-5000 Email: mchatterton@blaineschool.org

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

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

CONSISTENCY WITH EVALUATION CRITERIA

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

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

**PROJECT COSTS**

Total project cost: $157,000

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

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

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

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

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

**ATTACHMENTS**

Applications must be accompanied by the following, as applicable:

- Vicinity Map
- Right of Way Certificate (for construction projects)
- Match commitment letter(s)
- Letter(s) of support
- Site Checklist
# Local Public Agency's Certificate Of Completion Of Right-Of-Way Activities

<table>
<thead>
<tr>
<th>Local Public Agency</th>
<th>Project No.</th>
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<tbody>
<tr>
<td>City of Hailey</td>
<td>N/A</td>
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<th>Key No.</th>
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<tr>
<th>Project Name</th>
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<tbody>
<tr>
<td>Cobblestone/Middle School Sidewalk Connector</td>
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</tbody>
</table>

## PART A

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

☑ Check here if Part A pertains, then skip to Part C below and complete date and signature area of form.

*(If Part A is not applicable, please complete Parts B and C below.)*

## PART B

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

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

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

## PART C

☑ Check here if there is no utility involvement on this project.

☐ Check here if arrangements have been made to coordinate the relocation of any/all utility facilities.

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<thead>
<tr>
<th>Date</th>
<th>Agency</th>
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<tr>
<td></td>
<td>City of Hailey</td>
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<tr>
<th>Attest (Clerk or Secretary)</th>
<th>Chairman's, President's or Mayor's Signature</th>
</tr>
</thead>
</table>
Site Checklist

PART 1: QUESTIONS

1. Applicant: City of Hailey, Co-applicant Blaine County School District

2. Project Name: Cobblestone Lane/Middle School Sidewalk Connector

3. Project Manager: Thomas Hellen

4. Contact Information for Project Manager: 208-788-9830 Ext 14, tom.hellen@haileycityhall.org

5. Has the Applicant previously completed a federal aid project? The City of Hailey has completed three Safe Routes to School projects, a TIGER II grant, and numerous non-transportation federal grants

6. Does the Applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements? Yes

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

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

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

   Bicycle facilities (if applicable):
   o Shared use pathway X Sharrow o Striped bicycle lane
   o Widened shoulder o other --------------

   Width of pathway, bicycle lane, shoulder, etc.: __________  ~ Length: __________

   Distance from curb (for pathways): --------------------------

   Materials used: X Asphalt o Concrete o Other -------------

   Pedestrian facilities (if applicable):
   o Sidewalk X Sidewalk with curb and gutter
   o Other ---------------------

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

   Distance from curb (for sidewalks) : Adjacent

   Materials used: o Asphalt X Concrete o Other --------------
Number of curb ramps: 8

Planned or existing curb radii:

Questions applicable to bicycle or pedestrian facilities:

This project is:

- Part of Road Widening
- Part of Existing Road

Standards used:

- AASHTO
- Idaho State Public Works Construction
- ITD
- Local

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

If yes, explain:

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

Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval (explain)? Yes, although at the time of the platting of this area that requirement was not in place.
PART 2: FORMS

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

Instructions:

1. Line 16 of this form is for Mobilization, calculated as a percentage of the construction items listed on Lines 3 through 14. It is up to the Applicant to determine the appropriate percentage for the project, but 5 to 10% would be considered typical.

2. Line 17 of this form is for Construction Engineering and Contingencies, calculated as a percentage of the construction items listed on Lines 3 through 14 and the Mobilization cost listed on Line 16. Again, it is up to the Applicant to determine the appropriate percentage for the project, but 15% would be considered typical, with 10% allocated to Construction Engineering and 5% allocated to Contingencies.

C. Cost Estimate for Non-Infrastructure Projects: Safe Routes to School (for safe routes to school non-infrastructure projects)
D. Project Schedule (for infrastructure projects)
ITD 0211 - Environmental Screening
For Community Transportation Enhancement (CTE), Safe Routes to School (SR2S) and Scenic Byway Projects

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

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

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

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

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

<table>
<thead>
<tr>
<th>Project Type/Scope of Work (i.e., landscaping, bike/pedestrian path, etc.)</th>
<th>Project Name/Location</th>
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</thead>
<tbody>
<tr>
<td>Sidewalk and pedestrian signal</td>
<td>Cobblestone/Middle School Sidewalk Connector, Hailey, ID</td>
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</table>

| Right of Way/Property Impacts - Will the project require acquisition of temporary or permanent easements, or right of way? Is the project on, or through, federal lands or tribal lands? Will the project cause a temporary or permanent disruption to a commercial property or residential neighborhood? |
|---|---|
| □ Yes | □ No |

Explain:

Traffic - Does the project add traffic lanes or traffic capacity?

□ □

Explain:

Ground Disturbance - Does the project disturb more than one acre of land?

□ □

Explain:

Stormwater - Where does the water (rain, snowmelt) from this project area drain?

□ Sheet flows to surface waters (canal, stream, lake)
□ Conveyed by ditch or pipe to surface waters
✓ Storm Sewer System (Municipal system)
□ Infiltrate in Place (retention pond or topography with no drainage outlet [low area])
□ Other – if none of the above conditions

Explain: City of Hailey uses drywells for stormwater collection

Surface Waters - Does the project site contain any boggy, swampy, or wetland areas?

□ □

Does the project impact (fill or temporarily impact) any wetland, stream, lake or other water body?

□ □

Explain:
Cultural Resources - Are there historical structures (such as buildings, bridges, canals, etc) over 45 years old within or adjacent to (in some cases within view) of the proposed project site?  

Yes  No  

Yes  

Explain:

Section 4f - Is the project site located next to or a part of a special designated land use (i.e., designated park, wildlife refuge, historic district, etc)? Check with local land use map for information.

Yes  No  

Yes  

Explain:

Hazardous Waste - Is there any indication of waste spill or stain on the project site? Are there any gas stations, dry cleaner, or other industrial facilities adjacent to the project?

Yes  No  

Yes  

Explain:

Public Involvement – Based on your public involvement, has any public controversy or issue been identified? Do you anticipate any temporary or permanent disruption to a commercial property or residential neighborhood (access changes or detours, construction noise etc?)

Yes  No  

Yes  

Explain:

Irrigation - Does the project require irrigation? Describe whether the project will require watering and what source will be used for watering.

Yes  No  

Yes  

Explain:

Right of Way Encroachment - Are there any signs, trees or other features you plan to locate within ITD right of way?

Yes  No  

No  

Explain:  RRFB pedestrian signal at the Highway 75 crosswalk

Offsite Work - Will the project require off-site grading, excavation or trenching for utilities, lighting, drainage or other work?

Yes  No  

Yes  

Explain:

Describe any other known or suspected environmental issue that has not been covered


Preparer's Printed Name  Title  Agency or Firm  
Thomas Hellen:  City Engineer  City of Hailey

Signature  Date

- ITD Use Only -

Recommendation

☐ Based on the information in the project application and on this form, the project is likely to be eligible for a Categorical Exclusion.

☐ Based on the information in the project application and on this form, there were environmental areas of concern that should be further discussed prior to funding this project.

☐ There was not enough information in the project application and on this form to assess potential environmental issues.
<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
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<tr>
<td></td>
<td>District Environmental Planner</td>
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### Project Cost Summary Sheet

**Round Estimates to Nearest $1,000**

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<tr>
<th>Key Number</th>
<th>Project Number</th>
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**Location**

- Highway 78 MP 117.16 Cobblestone Lane
- District 4

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<tr>
<th>Segment Code</th>
<th>Begin Mile Post</th>
<th>End Mile Post</th>
<th>Length in Miles</th>
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<th>Initial or Revise To</th>
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1a. Preliminary Engineering (PE)

1b. Preliminary Engineering by Consultant (PEC)

2. Right-of-Way:
   - Number of Parcels
   - Number of Relocations
   - 0

3. Utility Adjustments:
   - Work
   - Materials
   - By State
   - By Others
   - 0

4. Earthwork
   - 14,000

5. Drainage and Minor Structures
   - 28,000

6. Pavement and Base
   - 13,000

7. Railroad Crossing:
   - Grade/Separation Structure
   - At-Grade Signals
     - Yes
     - No

8. Bridges/Grade Separation Structures:
   - New Structure
     - Length/Width
     - 0
   - Location
     - 0
   - Repair/Widening/Rehabilitation
     - Length/Width

9. Traffic Items (Delineators, Signing, Channelization, Lighting, and Signals)
   - 10,000

10. Construction Traffic Control (Sign, Pavement Markings, Flagging, and Traffic Separation)
    - 5,000

11. Detours
    - 0

12. Landscaping
    - 0

13. Mitigation Measures
    - 0

14. Other Items (Roadside Development, Guardrail, Fencing, Sidewalks, Curb and Gutter, C.S.S. Items)
    - 41,000

15. Cost of Constructions (Items 3 through 14)
    - 111,000

16. Mobilization
    - 10% of Item 15
    - 11,000

17. Construction Engineer and Contingencies
    - 20% of Items 15 and 16
    - 25,000

18. Total Construction Cost (15 + 16 + 17)
    - 147,000

19. Total Project Cost (1 + 2 + 18)
    - 157,000

20. Project Cost Per Mile
    - N/A

**Prepared By:**
<table>
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<th>Year Quarter</th>
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<th>2015</th>
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<td>Target Date for Funding Obligation</td>
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PART 3: SUMMARY OF REQUIREMENTS FOR FEDERAL AID RECIPIENTS

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

1. **Equal Opportunity** requirements (non-discrimination) for construction contracts in excess of $10,000. The non-discrimination requirements apply to a wide range of project elements, including contracting opportunities. A non-discrimination agreement must be signed as part of the award process, and records must be kept to show compliance. Disadvantaged Business Entity (DBE) requirements might apply.

2. Minimum wage requirements (**Davis-Bacon Act**) and anti-kickback requirements (**Copeland Act**) for construction contracts in excess of $2,000. Records must be kept to show compliance.

3. No use of federal funds for lobbying, for construction contracts in excess of $100,000.

4. **National Environmental Policy Act (NEPA).**
   a. The National Environmental Policy Act requires federal actions (including local transportation projects receiving federal aid) to be evaluated for potential impacts to the environment. ITD and the FHWA jointly conduct this review.
      i. For major actions that significantly affect the quality of the human environment, an Environmental Impact Statement (EIS) must be prepared. This is a lengthy (and expensive) process that requires consideration of alternatives, analysis of impacts, and compliance with a series of public notice and comment periods. Projects requiring an EIS would not be able to be completed within Community Choices time constraints.
      ii. For projects in which the significance of the environmental impact is uncertain, an Environmental Assessment (EA) must be prepared. This document is more limited in scope than an EIS, and the procedure is not as lengthy. If through the EA process it is determined that there will not be significant impacts, a Finding of No Significant Impact (FONSI) is issued. If it is determined that there will be significant impacts, an EIS must be prepared.
      iii. Most federal aid projects qualify for a "categorical exclusion," meaning that the project will not have a significant effect on the human environment. For these projects, neither an EIS nor an EA need be prepared. Federal regulations have identified several project types that typically receive a categorical exclusion (such as installation of utilities along a road; construction of bicycle and pedestrian paths; landscaping; installation of fences, signs, pavement markings and traffic signals, where no substantial land acquisition or traffic disruption would occur; alterations to facilities to make them accessible to elderly and handicapped persons; and other types of projects). Even though a proposed project might fall within an exclusion category, applicants must obtain clearance from ITD.
iv. Contact District Environmental Staff (listed at http://itd.idaho.gov/enviro/District.Staff.htm) for assistance with navigating the environmental review process.

5. Compliance with audit requirements:
   a. An entity expending $500,000 or more in a year in combined Federal awards (including any funds received from Federal sources outside ITD: US federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements) requires an A-133 Single Audit or program-specific audit each fiscal year.
   b. An entity whose annual budget (from all sources) exceeds $250,000 and expends any amount in a year in combined Federal awards are required to have a full and complete audit of financial statements each fiscal year.
   c. An entity whose annual budget (from all sources) exceeds $100,000 but does not exceed $250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements audit on a biennial basis. Biennial audits shall include an audit of each fiscal year since the previous audit.
   d. An entity whose annual budget (from all sources) exceeds $50,000 but does not exceed $100,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review on a biennial basis. Biennial review shall include a review of each fiscal year since the previous review.
   e. An entity whose annual budget (from all sources) does not exceed $50,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review by ITD on a biennial basis. Biennial ITD reviews shall include a review of each fiscal year since the previous review.

6. Compliance with Americans with Disability Act requirements. This includes a compliance Self-Evaluation, and for agencies with 50 or more employees, an ADA Transition Plan. Transition Plans identify physical obstacles to accessibility, describe methods to make facilities accessible, specify a schedule for completion, identify a responsible official, estimate the cost of each modification, and record completion dates.

7. Compliance with U.S. Office of Management and Budget (OMB) circulars on allowable costs, as follows:

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

8. Compliance with ITD Grant Administration Team reimbursement requirements. Recipients must request reimbursement of an expense within 60 days or the expense will not be reimbursed. ITD has up to 30 days to issue the reimbursement.
9. Compliance with minimum liability insurance requirements. Contractors must have comprehensive public and general liability insurance of at least $500,000.00 per occurrence, and $1,000,000.00 aggregate.
AGENDA ITEM SUMMARY

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

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

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle #

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date

City Clerk

FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: Record Copies (all info.):
Instrument #  *Additional/Exceptional Originals to:
Copies (AIS only)
CITY OF HAILEY
RESOLUTION NO. 2013-62

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

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

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

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

Passed this 19th day of August, 2013.

City of Hailey

Don Keirn, City Council President

ATTEST:

Mary Cone, City Clerk
SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER S-

2. CONTRACT NO. AG-0261-P-13-5413

3. AWARD/EFFECTIVE DATE 08/12/2013

4. ORDER NUMBER N/A

5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE N/A

7. FOR SOLICITATION INFORMATION CALL TREE TELEPHONE NUMBER (for solicitation only) (208) 881-8129

8. OFFER DUE DATE/LOCAL TIME N/A

9. ISSUED BY NAME NATHAN SABO

Sawtooth National Forest
2647 Kimberly Road
Twin Falls, ID 83301

11. Delivery for FOB Destination unless Block is Marked

☐ See Schedule

12. Discount Terms

☐ 13a. THIS CONTRACT IS A RATED ORDER

☐ 13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO

See Delivery Schedule

14. CONTRACTOR CODE FACILITY CODE

City of Hailey Idaho
115 Main Street South
Hailey, ID 83333

TELEPHONE NO. 208-309-1270

16. ADMINISTERED BY

Same as Block 9

17a. PAYMENT WILL BE MADE BY U.S. Dept of Agriculture

IDAUS Acquisition Service Center
Attn: Nathan Sabo
Idaho Falls, ID 83401

17b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

18. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

001 Potable Water Source

002 Gray Water Dumping Site

---This contract is for unlimited use of potable water and gray water dumping of the Beaver Creek Fire. All taxes and surcharges are included in the rate. Maximum to be paid under this contract shall not exceed $1,000.00.

This requirement is being procured as a fixed-price Simplified Acquisition.

25. ACCOUNTING AND APPROPRIATION DATA

PDHT80 (1502) $1,000.00

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-2, 52.212-3 AND 52.212-4 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 & 52.212-6 ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29a. SIGNED

SIGNED

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

NATHAN SABO

31c. DATE SIGNED

August 12, 2013

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV. 5/2011)
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

☐ COMPLETE  ☐ PARTIAL  ☐ FINAL

36. PAYMENT

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Standard Form 1449 (REV. 5/2011) Back
SECTION I - CONTRACT CLAUSES

L-1 - FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JUL 2013)

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

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


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

[Contracting Officer check as appropriate.]


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


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

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

(11) [Reserved]
   (ii) Alternate I (Nov 2011).
   (iii) Alternate II (Nov 2011).
   (iii) Alternate II (Mar 2004) of 52.219-7.
(14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
(15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
   (iii) Alternate II (Oct 2001) of 52.219-9.
   (iv) Alternate III (Jul 2010) of 52.219-9.
(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
(18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns
     (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
   (ii) Alternate I (June 2003) of 52.219-23.
(20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and
(21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting
(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)
(23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C.
     632(a)(2)).
(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business
     (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible
     Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
     (E.O. 13496).
(34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)


(ii) Alternate I (Dec 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).


(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3.


(42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


(48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

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

[Contracting Officer check as appropriate.]


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


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


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

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

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

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

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


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


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

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


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


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

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

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

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

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

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:  Caselle #

<table>
<thead>
<tr>
<th>Budget Line Item #</th>
<th>YTD Line Item Balance $</th>
</tr>
</thead>
</table>

| Estimated Hours Spent to Date: | Estimated Completion Date: |

| Staff Contact: | Phone # |

| Comments: |

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:  (IF APPLICABLE)

<table>
<thead>
<tr>
<th>City Administrator</th>
<th>Library</th>
<th>Benefits Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Attorney</td>
<td>Mayor</td>
<td>Streets</td>
</tr>
<tr>
<td>City Clerk</td>
<td>Planning</td>
<td>Treasurer</td>
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<td>Engineer</td>
<td>Public Works, Parks</td>
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<tr>
<td>Fire Dept.</td>
<td>P &amp; Z Commission</td>
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</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./Agrmt./Order Originals: Record Copies (all info.):
Instrument #

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

- 29 -
CITY OF HAILEY
RESOLUTION NO. 2013-59

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

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

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

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

Passed this 5th day of AUGUST, 2013.

City of Hailey

Don Keim, City Council President

ATTEST:

Mary Cone, City Clerk
Valley Paving
Division of Lakeside Industries, Inc.
P.O. BOX 775
BELLEVUE, IDAHO 83313
(208) 788-2284
FAX (208) 788-2195

PROPOSAL/CONTRACT AGREEMENT

Owner is responsible for Permits
Idaho Contractors License #: RCE-27387
Public Works License #: PWC-C:12316-U-2

Job No.

Contracting Party

Hailey, City of
115 South Main St.
Hailey, Idaho 83333
(208) 788-4221 Fax- (208) 788-2924
Kelly
Cell: (208) 309-1365

Date
July 29, 2013

Location & Type of work
Pulverize and pave alleys
See Exhibit I
Hailey, Idaho 83333

<table>
<thead>
<tr>
<th>Approximate Quantity</th>
<th>Unit</th>
<th>Description of Item</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tr>
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<td>S/Y</td>
<td>Pulverizing areas 1, 2, &amp; 3</td>
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<td>220</td>
<td>S/Y</td>
<td>Pulverizing area 4</td>
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<td>$550.00</td>
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<td>4795</td>
<td>S/Y</td>
<td>Asphalt Paving</td>
<td>$11.75</td>
<td>$56,341.25</td>
</tr>
</tbody>
</table>

Total price to be based on actual quantity or measurement unless indicated here, lump sum is XXXXXXXXXXXXXXXX

**SUBJECT TO GENERAL PROVISIONS ON PAGES TWO AND THREE!**

**PLEASE SIGN CONTRACT AND RETURN A COPY BY MAIL, EMAIL OR FAX! Include General Provision sheets.**

TERM: Net Cash upon completion of job. State sales tax to be added where applicable.
Valley Paving's proposed prices herein assume that Valley Paving's work hereunder will be substantially complete on or before:

Unless Contracting Party has signed and returned this Agreement within thirty (30) calendar days of the date first stated above, Valley Paving's proposal shall be null and void.

Your signature on one copy returned to us will make this a legal contract for the performance of the above work. Reserving right of Valley paving to cancel if unit prices increase before Valley Paving commences actual work on the project. General Provisions must accompany contract to be valid.

NOTE: If bonding is required add 1.5% to total bid with a minimum of $250.00.

Approved By owner or Authorized personnel

Bert Heath
VALLEY PAVING
General Provisions

1. DEFINITIONS. As used herein, (a) "Contractor" shall mean Lakeside Industries or any division thereof; (b) "Contracting Party" shall mean the person or entity purchasing the work subcontracted services; (c) "Proposal" shall mean the proposal submitted by Contractor; (d) "Contract" shall mean the contract formed between Contractor and Contracting Party by Contracting Party’s acceptance of the terms and conditions set forth on the front page hereto and these General Provisions; and (e) "Agreement" shall mean the contract formed between Contractor and Contracting Party by Contracting Party’s acceptance of the terms and conditions set forth on the front page hereto and these General Provisions.

2. ACCEPTANCE. Unless Contracting Party has signed and returned this Agreement to Contractor within sixty (60) days of the date this Agreement is first tendered to Contractor, the proposal shall be null and void. Contractor hereby objects to any condition, restriction and/or condition set forth in any proposal or other writing issued by Contracting Party to the purposes of accepting the proposal set forth herein and the same shall not become a part of this Agreement unless so shown in writing by Contractor and Contracting Party.

3. COST ESCALATION FOR ASPHALT. Contractor’s proposal herein is based upon local vendor’s prices for liquid asphalt as of the date of the proposal. If, before the contract shall exceed such posted price, the cost of asphalt shall be adjusted by change order to reflect such increase. Contractor reserves the right to terminate this Agreement if payment adjustments cannot be negotiated with Contractor and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

4. CREDIT VERIFICATION. This Agreement is subject to Contractor’s verification of Contracting Party’s credit and Contractor’s determination that such credit is adequate or satisfactory to Contractor. Contractor reserves the right to refuse to accept the proposal should Contractor reasonably determine that such credit verification is unsatisfactory or ineligible.

5. TERMS OF PAYMENT. Unless otherwise provided herein, payment shall be made to Contractor within forty (40) days of the date of receipt of an invoice issued by Contractor to Contracting Party. Interest shall accrue on all overdue invoices at the rate of 11/2% per month (18% per annum) on the highest balance allowed by law.

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

7. CHANGES. Contractor shall, without invalidating this Agreement, be held harmless from any such changes and the cost of the work provided for by this Agreement, the work, and the time to complete such work being adjusted accordingly. Changes in the scope of the work shall be evidenced only by written Change Order signed by Contractor and Contracting Party.

8. PROPERTY LINES. Contractor warrants that Contractor shall construct the work in a manner consistent with the property lines and that Contractor shall deliver and perform work in a manner which is consistent with the property lines.

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

10. DELAYS. If Contractor is delayed at any time in the commencement or progress of the work due to any act or omission of Contractor, or any act or omission of any entity engaged in the work, or by changes ordered in the work by Contractor, or by labor difficulties, fire, flood, adverse weather conditions, force majeure, unusual delay in transportation, theft, fire, or other causes, time shall be extended by change order for a period of time reasonably necessary to effect the delay.

11. TERMINATION FOR CAUSE. Contractor has the right to terminate this Agreement if (a) Contractor’s reasonable control shall be exercised by Contractor to the extent of the reasonable adjustment of the Contract Price shall be made by change order, Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

12. HAZARDOUS SUBSTANCES. Contractor agrees to indemnify, defend and hold harmless Contractor and its employees and subcontractors from liability relating to the existence of hazardous substances on the project site and shall remove or contain such hazardous substances brought on by Contractor or its subcontractors or arise out of the negligence or wrongful act of Contractor or its subcontractors. If Contractor’s indemnity is in a hazardous substance, Contractor shall immediately notify Contracting Party and a hazardous substance shall cease work in whole or in part and any delays (and costs arising therefrom) shall be Contracting Party’s responsibility.

13. INDEMNITY. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Contracting Party from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work hereunder, provided that such claim, damage, loss or expense is attributable to closely attends, damage, or destruction of tangible property, including loss of revenue resulting therefrom, to the extent or only to the extent of any negligence of Contractor, subcontractor, anyone directly or indirectly employed by it or anyone for whom it may be liable.

14. WARRANTIES. Contractor warrants and guarantees all work and materials provided under this Agreement shall be of good quality and workmanship, free from defects and in compliance with this Agreement. Contractor further agrees to make good, at its own expense, any defect in material or workmanship which may appear within one (1) year of Contractor’s substantial completion of the work hereunder. Except as otherwise provided herein, Contractor makes no warranties or representations of any kind, express or implied (including no warranty of merchantability or fitness for a particular purpose) and none shall be implied by law. Contracting Party agrees that oral agreements, written statements and representations made by Contractor, its employees or its agents shall not constitute a warranty of any kind.
15. TIME LIMITATION ON CLAIMS. Any action arising out of Contracting Party's purchase of materials or Contractor's provision of services to Contracting Party, including any action arising under this Agreement, must be commenced within five years after substantial completion of Contractor's work hereunder, and no such action may be commenced which is not commenced within such one-year period.

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

Under no circumstances shall Contractor be liable for (1) damage to or breakage of underground pipes and/or conduits and cables not visible from the surface of the ground nor for any damage to approaches (including sidewalks) from the street to the property line; (2) damage to the completed pavement surface due to the action of petroleum product spillage; (3) subsurface failure of utility ditch failure; (4) growth of hazardous weed, poison ivy, dormancy or pests subsequent to the application of soil sterilization (weed killer) that have not reached maturity prior to such application; any soil sterilization provided for in this Agreement shall be applied at the rates specified by the manufacturer thereof.

17. ARBITRATION/ATTORNEYS' FEES. Contracting Party and Contractor agree that all claims, collections, disputes, or other controversies arising under this Agreement or related thereto, shall be settled by and subject to binding arbitration with a single arbitrator pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"). Any such arbitration shall be commenced by delivering to the AAA a written demand for arbitration, and a copy of such demand shall be delivered to the other party. Contracting Party and Contractor agree that the location of any arbitration proceedings commenced with respect to this Agreement shall be in the Seattle, Washington AAA office. In any such arbitration, the prevailing party, as determined by the arbitrator, shall be entitled to its arbitration costs and reasonable attorneys' fees and other costs. Any arbitration award by the arbitrator shall be final and binding on the parties and subject to confirmation and reduction to judgment pursuant to RCW 7.04.100 in the King County Superior Court.

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

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

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

21. ENTIRE AGREEMENT. Contracting Party and Contractor intend that the proposal and these terms and conditions on the front page hereof and these General Provisions shall constitute the final, complete and exclusive agreement between the parties. This Agreement supersedes all other prior oral or contemporaneous agreements, representations, understandings and promises, oral and/or written, by or between the parties with respect to the subject matter hereof. Contracting Party further acknowledges and agrees, that in entering into this Agreement, Contracting Party has not and is not relying upon any contemporaneous agreements, representations, understandings and promises, oral and/or written, made by Contractor.

No course of dealings between the parties shall be relevant or admissible to explain, supplement or vary the terms of this Agreement. No amendment or modification of this Agreement shall be effective or binding upon the parties unless made in writing and executed by Contracting Party and Contractor.
AGENDA ITEM SUMMARY

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

SUBJECT: Motion to approve Resolution 2013-2 authorizing Codification Contract for the City of Hailey with Sterling Codifiers Inc. for online codification of the Hailey Municipal Code.

AUTHORITY: □   □ IAR   □ (IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

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

Contract Proposed Quotes

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

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

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

A. Initial Services:

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

- 35 -
New index Included
Cost per hard copy (contents only) $100.00
Binders and tabs per set (optional) $50.00
Format code to Sterling’s internet server $750.00

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

B. Ongoing Services:

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

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

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

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

None

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

City Administrator ☑️ Library ☐ Benefits Committee ☐
City Attorney ☐ Mayor ☐ Streets ☐
City Clerk ☑️ Planning ☐ Treasurer ☑️
Building ☑️ Police ☑️ Sustainability ☐
Engineer ☐ Public Works, ☐ ☐
Fire Dept. ☐ Parks ☐ ☐
☐ ☐ P & Z Commission ☑️

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

ACTION OF THE CITY COUNCIL:

Date: ____________________
City Clerk ____________________
FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record

*Additional/Exceptional Originals to:

Copies (all info.): 
Instrument # __________________

Copies (AIS only)
CITY OF HAILEY  
RESOLUTION NO. 2013-63

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

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

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

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

Passed this 19th day of August, 2013.

City of Hailey

______________________________
Don Keirn, City Council President

ATTEST:

______________________________
Mary Cone, City Clerk
CODIFICATION CONTRACT

for the

CITY OF HAILEY, IDAHO

I. Materials Furnished By City:

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

II. Initial Services:

Take Over Supplement Service:

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

Publication Of The Code:

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

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

A. Supplement Service: Upon passage of a new or amending ordinance, the ordinance will be sent to Sterling, who will prepare it for inclusion in the code. In the process of supplementation, Sterling will review the ordinance looking for possible discrepancies or conflicts. Changes to the table of contents, index and any other pages will be made, and the proper number of supplement sets for hard copy will be forwarded to the city and Sterling will update the internet.

B. Post Newly Adopted Ordinances Online As “Ordinances Pending Codification”: If the city emails newly passed ordinances to Sterling (no pdf or tiff files), we will post them online in the “ordinances pending codification” folder.

IV. Project Dates:

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

V. Additional Services:

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

VI. Cost And Payment Procedures:

A. Initial Services:

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

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

B. Ongoing Services:

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

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

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

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

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

VII. Term Of Contract:

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

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

THIS CONTRACT COMPRISSES the entire contract between Sterling and the city regarding Sterling’s services.

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

THIS CONTRACT IS HEREBY EXECUTED by the city by its proper officers, this _____ day of ________________, 2013.

CITY HAILEY, IDAHO

By____________________________Title____________________________

Attest: ________________________Title____________________________

THIS CONTRACT IS APPROVED AND EXECUTED by an officer of Sterling Codifiers, this _____ day of ________________, 2013.
STERLING CODIFIERS, INC.

By. ________________________________

Rob S. Rollins, President
AGENDA ITEM SUMMARY

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

SUBJECT:
Alcohol Beverage License Renewals

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle #

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

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

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date ___________________
City Clerk ___________________

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Copies
*Additional/Exceptional Originals to: Copies
Instrument # ___________________
ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

A Taste of Thai  
Box 3634  
Hailey ID 83333  

Date: 06/28/2013

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

Business Name: A Taste of Thai  
Acct #: 2

Business Address: 106 Main St. N  
Business Phone: 578-2488

Mailing Address: Box 3634 Hailey ID 83333  
Business Fax: 578-2489

Business Email:

Owner Name: Pranee Chitnatham  
Owner Phone: 208-309-0103

Owner Address:

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

License Fees:

<table>
<thead>
<tr>
<th>License Type</th>
<th>Fee</th>
<th>Check</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor</td>
<td>$562.50</td>
<td></td>
</tr>
<tr>
<td>Wine by the Drink</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>Beer by the Drink</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>Grocery Sale of Wine</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>Grocery Sale of Beer</td>
<td>$50.00</td>
<td></td>
</tr>
</tbody>
</table>

Total Amount Due: $400

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

All Applicants must submit a copy of:

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

Liquor License Applicants must also submit:

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

OFFICIAL USE ONLY

Date Approved by Council:

Chief of Police Approval:

- 44 -
ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

Albertsons LLC
Attn: Dept 70428
Box 20 Boise ID 83726

Date: 06/28/2013

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

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

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

Owner Name: inc. New Albertson's LLC
Owner Address: Attn: Dept 70428 Boise ID 83726
Owner Phone: 208-395-5388

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

License Fees:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Checked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor</td>
<td>$562.50</td>
<td>□</td>
</tr>
<tr>
<td>Wine by the Drink</td>
<td>$200.00</td>
<td>□</td>
</tr>
<tr>
<td>Beer by the Drink</td>
<td>$200.00</td>
<td>□</td>
</tr>
<tr>
<td>Grocery Sale of Wine</td>
<td>$200.00</td>
<td>200-</td>
</tr>
<tr>
<td>Grocery Sale of Beer</td>
<td>$50.00</td>
<td>50-</td>
</tr>
</tbody>
</table>

Total Amount Due: 250-

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

All Applicants must submit a copy of:

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

Liquor License Applicants must also submit:

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

OFFICIAL USE ONLY

[ ] State License No. _______ County License No. _______ City License No. _______
Date Approved by Council __________
Chief of Police Approval ___/____/____ - 45 -
ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

CK's Real Food
Box 2925
Hailey ID 83333

Date: 06/28/2013

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

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

Business Phone: 788-1223
Owner Name: Chris & Rebecca Kastner
Owner Address: Box 2925 Hailey ID 83333
Owner Phone: 208-788-3891

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

<table>
<thead>
<tr>
<th>License Fees</th>
<th>check all that apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor $562.50</td>
<td></td>
</tr>
<tr>
<td>Wine by the Drink $200.00</td>
<td>√</td>
</tr>
<tr>
<td>Beer by the Drink $200.00</td>
<td>√</td>
</tr>
<tr>
<td>Grocery Sale of Wine $200.00</td>
<td></td>
</tr>
<tr>
<td>Grocery Sale of Beer $50.00</td>
<td></td>
</tr>
</tbody>
</table>

Total Amount Due: 600

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

All Applicants must submit a copy of:
1. A copy of your State of Idaho Alcohol License
2. A copy of your Blaine County License
3. Attach Corporation Questionaire and Personal Affidavit in Support of Alcohol Business License. (c-attached)

Liquor License Applicants must also submit:
1. A detailed statement of the assets and liabilities of the applicant
2. A copy of the articles of incorporation and bylaws of any corporation; the articles of association and bylaws of any association; or the articles of partnership for any partnership.

OFFICIAL USE ONLY

[ ] State License No. [ ] County License No. [ ] City License No.
Date Approved by Council
Chief of Police Approval

- 46 -
CITY OF HAILEY
115 MAIN STREET SOUTH, SUITE H
HAILEY, ID 83333
PH 788-4221 / FAX 788-2924

ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

Lemcow Inc.
BOX 2230
Hailey ID 83333

Date: 06/28/2013

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

Business Name: Lemcow Inc.  Acct #: 1266
Business Address: 111, First Ave. N, Suite 1C
Mailing Address: BOX 2230 Hailey ID 83333
Business Email: dlemonc@aol.com

Business Phone: 788-0114
Business Fax: 788-3139

Owner Name: Dick Lemon  Owner Phone: 208-720-8916
Owner Address: Box 2230 Hailey ID 83333

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

<table>
<thead>
<tr>
<th>License Fees</th>
<th>check all that apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor</td>
<td>$562.50</td>
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</tr>
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<td>$200.00</td>
</tr>
<tr>
<td>Grocery Sale of Beer</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

Total Amount Due: 400

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

All Applicants must submit a copy of:

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

Liquor License Applicants must also submit:

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

___
OFFICIAL USE ONLY

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

- 47 -
ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

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

Date: 06/28/2013

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

Business Name: Hailey Hotel, LLC
Business Address: 201 Main St. S
Mailing Address: 201 Main St. S Hailey ID 83333
Business Email: 

Acct #: 168
Business Phone: 788-3140
Owner Name: Jerold Lundquist
Owner Address: 36 Cross Highway #4 West Redding CT 06896
Owner Phone: 203-454-4809

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

License Fees:
check all that apply

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor</td>
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<td>$200.00</td>
</tr>
<tr>
<td>Grocery Sale of Beer</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

Total Amount Due: $962.50

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

All Applicants must submit a copy of:

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

Liquor License Applicants must also submit:

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

OFFICIAL USE ONLY

State License No. 32809
County License No. 112
City License No. 168
Date Approved by Council 8/15/13
Chief of Police Approval 4/8
CITY OF HAILEY
115 MAIN STREET SOUTH, SUITE H
HAILEY, ID 83333
PH 788-4221 / FAX 788-2924

ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

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

Date: 06/28/2013

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

Business Name: La Costa Mexican Restaurant Inc #2
Acct #: 1468
Business Address: 502 Main Street
Business Phone: (208) 788-5065
Mailing Address: 502 N Main Street Hailey ID 83333
Business Fax:
Business Email:

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

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

License Fees:
check all that apply

<table>
<thead>
<tr>
<th>License Type</th>
<th>Fee</th>
<th>Selected</th>
</tr>
</thead>
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Total Amount Due: 400

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2. A copy of the articles of incorporation and bylaws of any corporation; the articles of association and bylaws of any association; or the articles of partnership for any partnership.

OFFICIAL USE ONLY

State License No. County License No. City License No. 
Date Approved by Council Chief of Police Approval
CITY OF HAILEY
115 MAIN STREET SOUTH, SUITE H
HAILEY, ID 83333
PH 788-4221 / FAX 788-2924

ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

Miramar Mexican Restaurant
401 Main St. S
Hailey ID 83333
Date: 06/28/2013

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

Business Name: Miramar Mexican Restaurant
Acct #: 12
Business Address: 401 Main St. S
Business Phone: 788-4060
Mailing Address: 401 Main St. S Hailey ID 83333
Business Fax:

Business Email:

Owner Name: Jose Varela
Owner Phone: 788-4060
Owner Address: PO Box 842 Hailey ID 83333

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

License Fees: check all that apply

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OFFICIAL USE ONLY

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

50
CITY OF HAILEY  
115 MAIN STREET SOUTH, SUITE H  
HAILEY, ID 83333  
PH 788-4221 / FAX 788-2924  

ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION  

Muleshoe Tavern  
107 Main St.  
Hailey ID 83333  

Date: 06/28/2013

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

Business Name: Muleshoe Tavern  
Acct #: 1481  
Business Phone: 208 (720)-1705

Business Address: 107 S. Main St.  
Mailing Address: 107 Main St. Hailey ID 83333

Business Email:  
Business Fax:  

Owner Name: Steve Hogan  
Owner Phone: 720-1705

Owner Address: PO Box 6167 Hailey ID 83333

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

License Fees:  
check all that apply

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Total Amount Due:  
$962.50

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OFFICIAL USE ONLY  

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

-51-
CITY OF HAILEY
115 MAIN STREET SOUTH, SUITE H
HAILEY, ID 83333
PH 788-4221 / FAX 788-2924

ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

Raspberry's Delicatessen
Box 8920
Ketchum ID 83340

Date: 08/06/2013

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

Business Name: Raspberry's Delicatessen
Business Address: 315 Main St. S.
Mailing Address: Box 8920 Ketchum ID 83340
Business Email: rsbrrys@yahoo.com

Acct #: 1444
Business Phone: 208-928-7711
Business Fax: 208 766 7260

Owner Name: Callie & Maeme Raspberry
Owner Address: Hailey ID 83333
Owner Phone: 726-0606

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

License Fees: check all that apply

<table>
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Total Amount Due: $650.00

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OFFICIAL USE ONLY

[Box] State License No. [_____] County License No. [_____] City License No. [_____]
Date Approved by Council [_____] Chief of Police Approval [_____]
ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

Seasons Steakhouse
103 S. Main St.
Hailey ID 83333

Date: 06/28/2013

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

Business Name: Seasons Steakhouse
Business Address: 103 S. Main St.
Mailing Address: 103 S. Main St. Hailey ID 83333
Business Email:averymarc@ymail.com

Owner Name: Marc Avery
Owner Address: PO Box 3351 Hailey ID 83333
Owner Phone: 208-720-0454

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

License Fees:
check all that apply
Licor $562.50
Wine by the Drink $200.00 [ ]
Beer by the Drink $200.00 [ ]
Grocery Sale of Wine $200.00
Grocery Sale of Beer $ 50.00

Total Amount Due: ________

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OFFICIAL USE ONLY

State License No. ________  County License No. ________  City License No. ________
Date Approved by Council __________
Chief of Police Approval __________  53
ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

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

Date: 06/28/2013

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

Business Name: The Town Pump
Business Address: 122 S. Main St.
Mailing Address: 122 S. Main St. Hailey ID 83333
Business Email: haileytownpump@gmail.com

Owner Name: Michael Keefe
Owner Address: 122 S. Main St. Hailey ID 83333

Acct #: 1541
Business Phone: (208) 986-7867
Business Fax:

Owner Phone: 961 0054

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

License Fees:

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OFFICIAL USE ONLY

State License No. 14284
County License No. 854780
City License No. 1541

Date Approved by Council: 
Chief of Police Approval: 54
CITY OF HAILEY  
115 MAIN STREET SOUTH, SUITE H  
HAILEY, ID 83333  
PH 788-4221 / FAX 788-2924

ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

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

Date: 06/28/2013

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

Business Name: Flip and Pour Inc.  
Acct #: 427  
Business Address: 305 Main St. N  
Business Phone: 788-0009  
Mailing Address: 305 Main St. N Hailey ID 83333  
Business Fax:  

Business Email:  

Owner Name: Mike Broman  
Owner Phone: 788-3554  
Owner Address: 221 Robin Hood Dr. Hailey ID 83333

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

License Fees:  
check all that apply

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OFFICIAL USE ONLY

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

55 -
CITY OF HAILEY
115 MAIN STREET SOUTH, SUITE H
HAILEY, ID 83333
PH 788-4221 / FAX 788-2924

BUSINESS LICENSE RENEWAL APPLICATION

Wiseguy Pizza Pie
315 Carbonate St. E
Hailey ID 83333

Date: 06/28/2013

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

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

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

Business Name: Dirty Bird's LLC
Doing Business As: Wiseguy Pizza Pie
Business Address: 121 Main St. N, Unit 3B
Mailing Address: 315 Carbonate St. E. Hailey ID 83333
Business Email: heidemerr@hotmail.com
Website Address:
Acct #: 432
Business Phone: 788-8688
Business Fax:
State ID: 00704-7227

Business Origination Date:
Owner Name: Erik Heiden
Owner Phone: 720-0564
Manager Name: Erik Heiden
Manager Phone: 788-8688
Emergency Contact Name:
Emergency Contact Phone:

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

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

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

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

Signature: 
Date: 06/28/13

☐ Please check box if no longer doing business in the City of Hailey.
ALCOHOL BEVERAGE LICENSE RENEWAL APPLICATION

75, INC
Box 1165
Hailey ID 83333

Date: 06/28/2013

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

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

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

Owner Phone: 708-720-2211

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

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Date Approved by Council
Chief of Police Approval

- 57 -