

AGENDA ITEM SUMMARY

DATE: 4/15/2013 **DEPARTMENT:** Admin/PW/Legal **DEPT. HEAD SIGNATURE:** Heather Dawson

SUBJECT:

Woodside Boulevard Project – Change Order #31

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Motion to approve Change Order #31 for Woodside Boulevard Project, in the amount of \$3837.48 for delays to the project attributable to the water utilities

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

The Change Orders to the project are summarized below (this has not changed since previous report):

No. 001 - Straight line measurement method from crushed aggregate	no cost
No. 002 - Change aggregate type to better match existing driveways	no cost
No. 003 - Increase size of 3 concrete bike rack pads to 12'x12'	\$ 684.78
No. 004 - Remove Fox Acres storm drain culvert from contract	(2,000.00)
No. 005 - Add driveway approach asphalt, not accounted for in plans	247.12
No. 006 - Decrease removal of bituminous surface at bike path location	(43.88)
No. 007 - Remove culverts and extensions	(2,096.80)
No. 009 - Add lockable lids over manual drain valves	1,828.00
No. 010 - Changes in Concrete Specification, no cost change	
No. 011 - Obliterate Striping	5,250.00
No. 012 - Field Fit Storm Drain Culverts	1,134.81
No. 013 - Lower and Modify Manholes	4,368.00
No. 014 - Manhole Snouts	1,212.75
No. 015 - Full Width Reconstruction from Sta 76+66 to 78+36	6,063.76
No. 016 - Concrete Joints, no cost change	
No. 017 - Slotted Grates on select catch basins	173.25
No. 018 - Step in Lutheran Church Sidewalk to match grade	315.00
No. 019 - Additional Asphalt Removal and Placement from Sta 57 to 64	20,300.00
No. 020 - Additional Asphalt Removal and Placement south/Countryside	3,780.00
No. 021 - Slate Green Concrete Color	4,500.00
No. 022 - Change some concrete driveways to asphalt for consistency	(1,531.25)
No. 023 - Additional retaining walls in steep areas	15,553.00
No. 024 - Additional Grading to reduce slope in areas back-of-sidewalk	22,505.10
No. 025 - Hydroseed in undeveloped areas behind sidewalk in lieu of sod	(15,665.10)
No. 026 - Concrete foundation pads for cluster mailbox units	3,996.00
No. 027 - Additional Time (no cost change)	
No. 028 - Paver Steps (Additional work)	900.00
No. 029 - Driveway Strips (Inc bid items, pd via overrun per CSI)	1,667.25
No. 030 - Catch Basin height modification and water main repair	5,659.09
No. 031 - Water Utility Delays	3,837.48

Subtotal Change Orders **\$ 82,638.36**

Water Fund Change Order

No. 008 - Irrigation System Installation	\$ 201,735.00
Reduction based on % estimate of irrigation system	(8,068.69)
Erwin Excavation contract for surface water pump installation	91,276.00
Irrigation System Design - Eggers	10,941.00

Subtotal Irrigation System **\$295,883.31**

Work Change Directive

No: CO 031

Date of Issuance: 4/10//2013

Effective Date: 4/10/2013

Contract: Woodside Boulevard Reconstruction	Owner: CITY OF HAILEY	Owner's Project No.: TDGII-C-07 DTFH61-11-G-00001
Project: WOODSIDE BOULEVARD RECONSTRUCTION Transportation Investment Generating Economic Recovery (TIGER) II Discretionary Grant		Date of Contract: JANUARY 2012
Contractor: KNIFE RIVER – NORTHWEST		Engineer's Project No.: 83-11-020

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
C031	<p>City Utility Delay Compensation (City of Hailey) <u>Description:</u> It has been determined through the review of project records that Knife River is eligible for additional project compensation from the City of Hailey due to delays in project work caused by City utilities. The delay costs that have been reviewed and determined to be justifiable have been quantified via force account analysis as depicted on the attached Force Account Summary sheets.</p>
	<u>Materials:</u> NA
	<u>Construction Requirements:</u> NA
	<u>Method of Measurement:</u> Measurement for delay costs attributed to City of Hailey utilities will be based on Force Account analysis.
	<p><u>Basis of Payment:</u> Additional Work at Agreed Prices C031 City Utility Delay Compensation 3837.48 CA @ \$1.00/CA = \$3,837.48</p> <p style="text-align: right;">Total Est. Increase = \$3,837.48</p>

Attachments (list documents supporting change):

See attached Force Account Summary sheets.

Purpose for Work Change Directive:

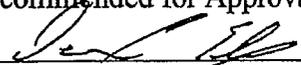
Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

City of Hailey
2012 Woodside Boulevard Reconstruction
Document 00940

Estimated change in Contract Price and Contract Times:

Contract Price \$3,837.48 (increase/decrease) Contract Time 0 (increase/decrease)
days

Recommended for Approval by Engineer: 	Date 4/10/2013
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

Change Order

No. 031

Date of Issuance: 4/10/2013 Effective Date: 4/10/2013

Project: Woodside Boulevard	Owner: City of Hailey	Owner's Contract No.: TDGII-C-07 DTFH61-11-G-00001
Contract: Woodside Boulevard Reconstruction Transportation Investment Generating Economic Recovery (TIGER) II Discretionary Grant		Date of Contract: JANUARY 2012
Contractor: Knife River – Northwest		Engineer's Project No.: 83-11-020

The Contract Documents are modified as follows upon execution of this Change Order:

City Utility Delay Compensation

Description: It has been determined through the review of project records that Knife River is eligible for additional project compensation from the City of Hailey due to delays in project work caused by City utilities. The delay costs that have been reviewed and determined to be justifiable have been quantified via force account analysis as depicted on the attached Force Account Summary sheets.

Materials: NA

Construction Requirements: NA

Method of Measurement: Measurement for delay costs attributed to City of Hailey utilities will be based on Force Account analysis.

Basis of Payment:

Additional Work at Agreed Prices
 CO31

City Utility Delay Compensation	3837.48	CA	@	\$1.00/CA = \$3,837.48
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Total Est. Increase = \$3,837.48

Total Increase in Contract = \$3,837.48

Attachments: (List documents supporting change):

See WCD#031-City Utility Delay Compensation, See Force Account Summary sheets.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
<p>Original Contract Price:</p> <p style="text-align: right;"><u>\$ 4,232,884.05</u></p> <p>[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>30</u>:</p> <p style="text-align: right;"><u>\$280,021.67</u></p> <p>Contract Price prior to this Change Order:</p> <p style="text-align: right;"><u>\$ 4,512,905.72</u></p> <p>[Increase] [Decrease] of this Change Order:</p> <p style="text-align: right;"><u>\$3,837.48</u></p> <p>Contract Price incorporating this Change Order:</p> <p style="text-align: right;"><u>\$ 4,516,743.20</u></p>	<p>Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days</p> <p>Substantial completion (days or date): <u>Oct. 15, 2012</u></p> <p>Ready for final payment (days or date): <u>Nov. 30, 2012</u></p> <p>[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>30</u>:</p> <p>Substantial completion (days): <u>Oct. 20, 2012</u></p> <p>Ready for final payment (days): <u>Nov. 30, 2012</u></p> <p>Contract Times prior to this Change Order:</p> <p>Substantial completion (days or date): <u>Oct. 20, 2012</u></p> <p>Ready for final payment (days or date): <u>Nov. 30, 2012</u></p> <p>[Increase] [Decrease] of this Change Order:</p> <p>Substantial completion (days or date): <u>Oct. 20, 2012</u></p> <p>Ready for final payment (days or date): <u>Nov. 30, 2012</u></p> <p>Contract Times with all approved Change Orders:</p> <p>Substantial completion (days or date): <u>Oct. 20, 2012</u></p> <p>Ready for final payment (days or date): <u>Nov. 30, 2012</u></p>

City of Hailey
2012 Woodside Boulevard Reconstruction
Document 00941

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 4/10/2013

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____



Force Account Summary

ITD 0373 (Rev. 02-11)
Supply # 27-021608-0

Before completing, see instructions.

Project Number TDGII-C07. DTFH61-11-G-00001		Date February 25, 2013	Sheet of	
Key Number		Contractor KNIFE RIVER		
Item Number (Change Order Number)		Subcontractor(s) CITY WATER		
Type of Work UTILITY CONFLICTS		Work Authority Number	Contract Number	Funding Codes

Description	(A) Prime	(B) Subcontractor(s)	Remarks/Final Totals
Labor From ITD 0370 Forms			
1. City Water BD Pipe Crew 6/28/12	432.75		
2. City Water BD Pipe Crew 7/3/12	865.51		
3. City Water BD Pipe Crew 7/9/12	432.75		
4.			
5.			
6. Total Labor Columns A & B	\$1,731.01		
Equipment Rental From ITD 0371 Forms			
7. City Water BD Pipe Crew 6/28/12	526.62		
8. City Water BD Pipe Crew 7/3/2012	1,053.23		
9. City Water BD Pipe Crew 7/9/2012	526.62		
10.			
11.			
12. Total Equipment Rental Columns A & B	\$2,106.47		
Materials From ITD 0372 Forms			
13.			
14.			
15.			
16.			
17.			
18. Total Materials Columns A & B			
19. Professional Services			
20. Total Lines 6, 12, 18, & 19	3,837.48		
21. Prime Overhead and Profit on Line 20(B)			
22. Total Lines 20 & 21	3,837.48		
23. Sheet Total (Line 22 Columns A + B)			\$3,837.48
24. Total from Sheet Number(s) _____			
25. Cumulative Total (Lines 23+24)			\$3,837.48

Prepared By TCS	Date 2/14/2013	Checked By DCE	Date 2/25/2013
Verified By	Date	Posted By	Date

Distribution: Original (white) and copy (yellow) to Contractor, with original returned to ITD after Contractor verification
Copy (pink) is retained by ITD until the original is returned

Labor Weekly Force Account



Before completing, see instructions on back.

Project Number TDGII-C07, DTFH61-11-G-00001	Key Number	Item No. (Change Order No.)	Type of Work City Water BD Pipe Crew 7/9/12	Week Ending Date 7/9/2012	Sheet of
Contractor KNIFE RIVER	Subcontractor	Contract Number	Work Authority Number	Funding Code	

	Name and Classification		Hours Worked on Dates Listed (MM/DD)							Labor			Fringe		Travel/Subsistence			
			7/3	7/4	7/5	7/6	7/7	7/8	7/9	Total R Hours	Total OT Hours	Rate	Amount	Rate	Amount	Expense	Prorate	Amount
(1)	Name	Billy Davis							2.0		30.14		7.00	14.00				
	Class	Foreman/Operator																
(2)	Name	Angel Villanueva							2.0		27.08		8.05	16.10				
	Class	Laborer																
(3)	Name	Steven Newton							2.0		29.20		7.00	14.00				
	Class	Laborer/Operator																
(4)	Name	Don Lauby							2.0		29.20		7.00	14.00				
	Class	Laborer/Operator																
(5)	Name																	
	Class																	
(6)	Name																	
	Class																	
(7)	Name																	
	Class																	
(8)	Name																	
	Class																	
(9)	Name																	
	Class																	
(10)	Name																	
	Class																	
Prepared By			Hours Shown Are Agreeable to Both Parties as Evidenced by Daily Initials							(11) Total Labor Amount			(15) Total Fringe		(16) Total Travel/Subsistence			
Date			Contractor's Agent							\$231.24			\$58.10					
Checked By			ITD's Agent							(12) Payroll Insurance & Taxes (See Instructions) $34.90\% \times 231.24 = \80.70 (Payroll % (Item 11) (Insurance/Taxes))			(17) Total of Items (11+15) \$289.34					
Posted By										(13) 6% Markup on Item 12 Amount \$4.84			(18) 20% Markup on Item 17 \$57.87					
Comments										(14) Total of Items (12 & 13) \$85.54			(19) Sheet Total (14+16+17+18) \$432.75					

Equipment Weekly Force Account

Rented or Contractor Owned



Before completing, see instructions on back.

Project Number TDGII-C07. DTFH61-11-G-00001	Item No. (Change Order No.)	Type of Work City Water BD Pipe Crew 7/3/2012	Week Ending Date 7/3/12	Sheet _____ of _____
Contractor KNIFE RIVER	Subcontractor	Work Authority	Funding Code	

Equipment Description Make/Model/Size/Year	Owned <input type="checkbox"/> Rented <input type="checkbox"/>	Hours Worked on Dates Listed (MM/DD)							(1) Total Hours	MR	AT	RA	RF	OC	(2) Hourly Rate*	(1) x (2) Operating Amount	(1) x (2) Standby Amount
		6/27	6/28	6/29	6/30	7/1	7/2	7/3									
		Contractor's Agent Daily Initials															
330 Cat Excavator	OPER						4.0							124	495.52		
	STBY																
135 Deere Excavator	OPER						4.0						64.1	256.32			
	STBY																
624 J Deere Loader	OPER						4.0						62.8	251.24			
	STBY																
	OPER																
	STBY																
	OPER																
	STBY																
	OPER																
	STBY																
	OPER																
	STBY																
Prepared By	Date	Contractor's Agent Daily Initials							(A)	Operating Subtotal		\$1,003.08					
Checked By	Date	ITD's Agent Daily Initials							(B)	Standby Subtotal							
Posted By	Date	*Operating Rate = [(MR + AT) x RA x RF] ÷ 176 + OC Standby Rate = [(MR + AT) x RA x RF] ÷ 176 x 1/2							(C)	5% of Line A		\$50.15					
								(D)	15% of Line A (If Applicable)								
												Sheet Total (A + B + C + D)		\$1,053.23			

MR= Monthly Base Rate AT= Monthly Attachment Rate RA= Rate Adjustment Factor RF= Regional Adjustment Factor OC= Operating Costs

AGENDA ITEM SUMMARY

DATE: 4/15/13 **DEPARTMENT:** PW - Water **DEPT. HEAD SIGNATURE:** 

SUBJECT: Motion to approve Resolution 2013-25 authorizing SPF Water Engineering scope of work for Big Wood River Valley Modeling Committee to average an annual cost of \$15,000

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Idaho Dept of Water Resources has begun work on a groundwater flow model. SPF Water Engineering, Christian Petrich, is recommended to serve as our technical consultant on the Technical Advisory Committee formed by IDWR.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve the contract with SPF Water Engineering for technical consultation on the groundwater flow model.

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 *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies (AIS only)
Instrument # _____

**CITY OF HAILEY
RESOLUTION NO. 2013-25**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH SPF
WATER ENGINEERING, FOR ENGINEERING SERVICES FOR BIG WOOD RIVER
VALLEY MODELING TO BE USED FOR CONJUNCTIVE ADMINISTRATION OF
GROUNDWATER AND SURFACE WATER RIGHTS**

WHEREAS, the City of Hailey desires to enter into an agreement with SPF Water Engineering under which SPF Water Engineering will perform and be responsible for Creating A Ground Water Flow Model Which Will Show How Ground Water Impacts Surface Flow for the City of Hailey.

WHEREAS, the City of Hailey and SPF Water Engineering 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 And Agreement between the City of Hailey and SPF Water Engineering and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of APRIL, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



April 10 2013

Mr. Tom Hellen
Public Works Director
City of Hailey
115 Main Street South, Suite H
Hailey, Idaho 83333

Subject: Big Wood River Valley Modeling Committee

Dear Mr. Hellen,

SPF Water Engineering, LLC (SPF) is pleased to provide this proposal for participating in the Big Wood River Modeling Committee (MTAC) on behalf of the City of Hailey. The MTAC is being formed by the Idaho Department of Water Resources (IDWR) and the U.S. Geological Service (USGS) to support their efforts in constructing a groundwater flow model for the Big Wood River Valley. The model will almost certainly be used in some way for the conjunctive administration of groundwater and surface water rights. Possible uses could include (1) evaluating pumping impacts from various locations and depths in the valley on the Big Wood River and Silver Creek, (2) estimating lag times of seasonal pumping impacts, and (3) contributions of managed recharge.

SCOPE OF WORK

MTAC participation will likely entail the following tasks:

1. Review existing reports and information being used in the modeling process;
2. Review assumptions and data being used for model construction;
3. Review and evaluate model results;
4. Review and evaluate model uncertainty;
5. Review model documentation.

IDWR anticipates that the modeling committee will meet approximately every other month beginning on April 11, 2013 and continuing through October 2015.

ESTIMATED COSTS

SPF proposes to perform this work on a time and materials basis as detailed on the attached schedule of fees and conditions. A current hourly rate schedule is provided as Table 1. Direct costs (travel, photocopy, postage, etc.) will be billed at actual cost plus 15%. Subcontract and laboratory costs can be billed directly where appropriate.

A detailed cost estimate has not been prepared for this project. Assuming 8 hours per meeting (including travel time), 8 hours for preparation for and/or follow up after each meeting, and an average of 6 meetings per year, the cost (with mileage) could average approximately \$15,000 per year. This cost could be split among two or more entities with similar interests. My understanding is that Mayor Haemmerle is exploring cost-sharing with other Wood River Valley entities.

AGREEMENT

If this proposal and the attached fees and conditions meet with your approval, it may serve as the basis for agreement by affixing a signature in the space provided below. This signature will be considered as a notice to proceed with a tentative upper budget limit of \$15,000/year.

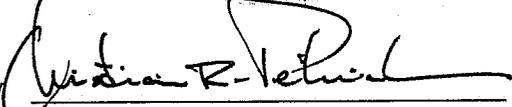
Please return one signed original to my office. We look forward to working with you on this project. Please call us if you have any questions.

Respectfully submitted,

Accepted By:

SPF WATER ENGINEERING, LLC

CITY OF HAILEY

By 
Christian R. Petrich, Ph.D., P.E., P.G.
Principal Engineer/Hydrologist

By _____
Title _____
Date _____

TABLE 1 - SPF WATER ENGINEERING, LLC SCHEDULE OF HOURLY BILLING RATES		
Personnel	Title	2011 Billing Rate
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$150
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrologist	\$145
Cathy Cooper, P.E.	Principal Engineer	\$135
Scott King, P.E.	Supervising Engineer	\$129
Eric Landsberg, P.E.	Project Manager	\$129
Bob Hardgrove, P.E.	Project Manager	\$129
Stuart Hurley, P.E.	Project Manager	\$129
Kevin Boggs, P.G.	Hydrogeologist	\$129
Brian Wilkinson, P.E.	Senior Project Engineer	\$108
Roxanne Brown	Senior Water Right Specialist	\$98
Mike Martin, P.E.	Project Engineer	\$94
Lori Graves	Water Right Specialist	\$87
Marci Pape, P.E.	Project Engineer	\$87
Jason Thompson, P.E.	Project Engineer	\$94
Lance Dennis, P.E.	Project Engineer	\$88
Steve Bennett	Designer I	\$85
Crane Drafting	Designer II	\$80
Julie Romano	Bookkeeping	\$65
Crystal Jensen	Administrative Support	\$57

Note: Hourly billing rates will be adjusted on January 1st each year.

SCHEDULE OF FEES AND CONDITIONS

SPF WATER ENGINEERING, LLC (SPF)

A. FEES AND PAYMENT

1. The fee for services will be based on SPF's standard hourly rates (including labor cost, overhead, and profit). Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged at actual cost plus 15% service charge to cover overhead and administration. Hourly rates are adjusted on an annual basis.
2. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within 60 days from the date of invoice, SPF may, after giving 7 days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, SPF will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due SPF pursuant to this Agreement shall be a condition precedent to OWNER using any of SPF's professional services work products furnished under this Agreement.
4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 18% per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial 30-day period following date of invoice.

B. COMMENCEMENT OF WORK. The work will be commenced immediately upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of SPF for more than 60 days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

C. MISCELLANEOUS PROVISIONS

1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY

- a) SPF will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name Owner as an additional insured on the Professional Liability, General Liability and Automobile Liability Insurance policies if specifically requested in writing.
- b) SPF asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of SPF's caliber in the same locality, and to that end SPF agrees to indemnify and hold harmless Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of SPF, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However in no event shall SPF be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder. The total aggregate of SPF's liability to all parties related to this Agreement shall not exceed \$50,000, or the amount of SPF's fee, whichever is less.

- c) Owner hereby understands and agrees that SPF has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Owner's premises, or in connection with or related to this project with respect to which SPF has been retained to provide professional engineering services. The compensation to be paid SPF for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold SPF, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.
- d) Nothing contained within this Agreement shall be construed or interpreted as requiring SPF to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring SPF to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.
- e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and SPF does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability arising out of the construction.
- f) SPF shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of SPF, arising out of or resulting from the same.
- g) Notwithstanding other terms of this Agreement to the contrary, SPF makes no warranty, whether express or implied, as to the actual capacity or drawdown of any proposed water well(s), or the quality or temperature of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. Owner understands and agrees that SPF's responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

2. DOCUMENTS

- a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of SPF, except where by law or precedent these documents become public property. Owner agrees to hold harmless, indemnify, and defend SPF, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of SPF.
- b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.

- c) SPF's liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. SPF makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by SPF under this Agreement. In no event shall SPF, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
- d) Environmental Audit/Site Assessment report(s) are prepared for Owner's sole use. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of SPF.
3. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on SPF's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse SPF for termination costs.
4. **WAIVER.** SPF's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
5. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between Owner and SPF relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.
6. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.
7. **CONSTRUCTION ESTIMATES.** Estimates of cost for the facilities considered and designed under this Agreement are prepared by SPF through exercise of its experience and judgment in applying presently available cost data, but it is recognized that SPF has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that SPF cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from SPF's cost estimates.
8. **INJURY TO WORKERS.** It is understood and agreed that SPF's fee is based on SPF being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and Owner agrees to insert into all contracts for construction between Owner and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Owner and SPF from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Owner or SPF.
9. **SITE VISITS.** Visits to the construction site and observations made by SPF as part of services during construction under this Agreement shall not make SPF responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make SPF responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by SPF are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.

10. **ON-SITE MONITORING.** When SPF provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard Owner against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day monitoring will not, however, cause SPF to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
11. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
12. **IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL.** SPF will submit the required documents for the proposed facilities to the Idaho Department of Environmental Quality (IDEQ) for the appropriate reviews and approvals. Under no circumstances may construction begin on the proposed facilities prior to receipt of IDEQ's written approval of the reports, plans, and specifications for the proposed facilities. As professional engineers, SPF's employees are obligated to report to IDEQ any construction that begins prior to receipt of the appropriate approvals.

AGENDA ITEM SUMMARY

DATE 4/15/13

DEPARTMENT: Parks

DEPT. HEAD SIGNATURE: HD

SUBJECT

Motion to approve Memorandum of Understanding with Wood River Land Trust for care and management of Lions Park riparian area and gazebo. *w/ resolution 2013-26*

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

The Wood River Land Trust has invested more than \$2 million in riparian area restoration, bridge, and gazebo on the Draper Preserve and Hailey City Property adjacent to the Lions Park ball field.

Users of the area will be interested in reserving the gazebo, which sits on Hailey property, for weddings and other events.

WRLT is interested in protecting their investment and the sensitive riparian area. They welcome any opportunity to converse with users of the area as an opportunity to further protect and draw interest to the area.

WRLT therefore is interested in handling the reservations for the area. As Lions Park is outside the city limits, Hailey's ordinances governing park reservations don't apply.

Hailey and WRLT have drafted a Memorandum of Understanding to govern the management of the riparian area and gazebo.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Memorandum of Understanding with Wood River Land Trust for care and management of Lions Park riparian area and gazebo

FOLLOW UP NOTES:

**CITY OF HAILEY
RESOLUTION NO. 2013-26**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH WOOD RIVER
LAND TRUST REGARDING THE LIONS PARK PAVILION.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with Wood River Land Trust under which the Wood River Land Trust will include a collaborative work agreement for grounds around Lions Park entrance, maintenance of the grounds and events held at the pavilion area.

WHEREAS, the City of Hailey and Wood River Land Trust have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and Wood River Land Trust and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

WOOD
RIVER
LAND
TRUST



Permit Application: The Pavilion at Lions Park

Wood River Land Trust is a 501c3 non-profit which works to protect and restore land, water and wildlife habitat in the Wood River Valley and its surrounding areas. We work cooperatively with private landowners and local communities to ensure these areas are protected now and for future generations. We welcome the opportunity to work with the City of Hailey and for you to use the Pavilion, Bridge and Boardwalk areas for your event.

Type of Event: _____

Date(s) of Use: _____ Time(s) of Use: _____ # of People: _____

Name: _____

Mailing Address _____

Phone #: _____ Phone #: _____

Email: _____

- The area will be reserved for you when application has been received and confirmed by the WRLT.
- As a courtesy to our partner, and the residents of Hailey, ~~You shall~~ we would like you to call the City of Hailey at [redacted] to notify them in advance of the date and time if amplified sound will be used. Amplified sound will be directed to the west.
- Events over 250 people and events with, including vendor or alcohol sales, needing traffic control &/or street closures will be permitted only upon execution of an are subject to a proprietary agreement with the City of Hailey.
- Permitted event times are between dawn and dusk.
- A restroom is optional for up to 50 people and required for more than 51-250 people.
- Trash pick-up and trash disposal will be the responsibility of the applicant.
- A separate and refundable deposit check of \$100 with this application will reserve your date and will be returned to you after the event. A \$35/hour maintenance fee will be charged against this refundable deposit for any cleanup required by the WRLT.

Minimum Donation (this donation is not tax deductible)

Organized Private event up to 24 people	\$25.00	_____
Organized Private Event for 25 – 50 people	\$50.00	_____
Organized Private Event for 51 – 99 people	\$75.00	_____
Organized Private Event for 100 – 250 people	\$125.00	_____

Total Due: \$ _____

I hereby certify the above statements to be true, complete and correct to the best of my knowledge.

Signature of Person Reserving Park: _____ Date: _____

Comment [MSOffice1]: 27777

MEMORANDUM OF UNDERSTANDING
between
The WOOD RIVER LAND TRUST
and
THE CITY OF HAILEY

Regarding: Lions Park Pavilion Reservations and Maintenance

This Memorandum of Understanding ("MOU") for mutual support and assistance is hereby entered into by and between The Wood River Land Trust, hereinafter referred to as the "WRLT"; and the City of Hailey, hereinafter referred to as the "City". The City and the WRLT may hereinafter be collectively referred to as "Parties".

1. PURPOSE: The Parties have developed a mutually beneficial cooperative plan between the period of April 15, 2013 and December 31, 2015. The WRLT would like to be the responsible party for the Pavilion at Lions Park which will include: providing a reservation system for small event use, a maintenance agreement and increasing awareness of the sensitive environment in the area. The purpose of this MOU is to provide guidelines for a collaborative work agreement between the WRLT and the City that is equitable to all parties.

2. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

- WRLT Responsibilities:
 - Administer the reservation of the Pavilion and adjacent areas (see attached map showing area of WRLT responsibility).
 - Provide a reservation system for WRLT permitted events which includes a permit application for events under 250 people (see attached permit application). If event request is for greater than 250, the applicant would be required to file for and receive approval from the City of Hailey for a Special Event Application (consistent with Hailey Municipal Code Section 12.12.040). Regardless of the size of the event, if any event includes street closures, alcohol sales, vendor sales or traffic control, a Special Event Application with the City of Hailey would be required.
 - Provide cost of all labor associated with the reservation, maintenance and signage/education of the area.
 - Maintenance of Pavilion and adjacent areas:
 - Provide a rustic table and benches for rain protected use.
 - Installation of a sign on or near the Pavilion, which provides notification to or contacting the WRLT for reservations of the Pavilion and adjacent areas.

- Provide for a trash can for waste disposal to be located near the Pavilion during the dry season and at the NE corner of the ball field when the driveway to the Pavilion is closed.
- Coordinate with the Chamber of Commerce for the permitted camping at Lions Park during the following events: Fourth of July, Northern Rockies Folk Festival and the Trailing of the Sheep Festival. Area of camping is noted on attachment and will be regulated and supervised by the Chamber of Commerce.
- Coordinate with the softball league (Mike Beal) their seasonal use (early June to mid-August) of the softball field for weekday use and local/regional tournament events.

City Responsibilities

- Watering, maintenance and mowing of Pavilion and adjacent area will be continued by the City of Hailey.
- Will provide standard size trash bags and pick up of trash as requested by WRLT on Mondays, Wednesdays, Fridays and Saturdays for duration of MOU. This is to be billed to the WRLT at an annual rate of \$200.00 per garbage can.

3. MUTUAL INDEMNIFICATION

The WRLT, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of City or any officers, agents or employees thereof, and City hereby covenants and agrees to hold and save the WRLT and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the WRLT, its officers, agents, or employees, by reasons of any acts or failures to act on the part of City, its officers, agents or employees in the performance of the duties required by the terms of this MOU. The City, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of WRLT or any officers, agents or employees thereof, and ~~the~~ WRLT hereby covenants to hold and save City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against City, its officers, agents, or employees by reason of any acts or failures to act on the part of the WRLT, its officers, agents, or employees in the performance of the duties required by the terms of this MOU-Agreement.

4. TERMS AND TERMINATION

Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed.

5. APPROVALS:

THE PARTIES HERETO have executed this instrument.

City of Hailey Mayor

Date

Attest:
City of Hailey Clerk

Scott Boettger
Wood River Land Trust

Date

AGENDA ITEM SUMMARY

DATE 4/15/13

DEPARTMENT: Parks

DEPT. HEAD SIGNATURE: HD

SUBJECT

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

Motion to approve Memorandum of Understanding with Lily & Fern for care of Jimmy's Garden under the Adopt-A-Park program

with Resolution 2013-27

BACKGROUND:

Hailey's Adopt-A-Park program is off to its second year. This year, we have put together agreements so both parties more clearly know what to expect from one another.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

The program offers a great financial value to the city. Last year one of the Adopter's quantified their contributions at a value over \$8000.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Memorandum of Understanding with Lily & Fern for care of Jimmy's Garden under the Adopt-A-Park program

FOLLOW UP NOTES:

**CITY OF HAILEY
RESOLUTION NO. 2013-27**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH LILY & FERN,
LLC REGARDING THE ADOPT A PARK PROGRAM FOR JIMMY'S GARDEN.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with LILY & FERN, LLC under which the LILY & FERN, LLC will provide landscaping maintenance of the grounds at Jimmy's Garden.

WHEREAS, the City of Hailey and LILY & FERN, LLC have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and LILY & FERN, LLC and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



MEMORANDUM OF UNDERSTANDING

Lily & Fern, LLC and the CITY OF HAILEY

Adopt a Park Program for Jimmy's Garden

This Memorandum of Understanding ("MOU") is entered into by Lily & Fern, LLC (Lily & Fern) and the City of Hailey ("City") this ___ day of April, 2013.

RECITALS

- A. The City is the owner of several city parks, including Jimmy's Garden, and has established a maintenance program for various city parks ("Adopt a Park Program").
- B. Lily & Fern is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Jimmy's Garden.
- C. Subject to the terms and conditions of this MOU, the City and Lily & Fern wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Lily & Fern.

DUTIES AND RESPONSIBILITIES

Lily & Fern shall:

1. Mow and trim once a week on Mondays.
2. Perform spring clean-up maintenance as needed, including turf maintenance and clean-up of beds and gardens .
3. Trim and prune perennials and shrubs as needed.
4. Oversee the health of the vegetation of Jimmy's Garden and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org .
5. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
6. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

City shall:

1. Maintain all park equipment and buildings.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey's irrigation rules by irrigating at night on odd numbered calendar days.
3. Prune trees when needed.
4. Empty all garbage and dog pots.
5. Apply fertilizers and herbicides as needed to maintain health of the park.
6. Post notice of intent to apply fertilizer or herbicide prior to application.
7. Close area to the public prior to treating with fertilizer or herbicides.
8. Give prior notices of organized park activities to **Annie Cowden 788-3543** lilyandfern@cox.net
9. Inspect the park periodically for damage caused by heavy use.
10. Install a 2' x 3' foot sign with the **Lily & Fern** logo and contact information at the entrance to the park.
11. Promote exposure to **Lily & Fern** during events in the maintained area, and during other city events.
12. Give recognition through exposure in the local newspaper and the City's Our Town newsletter.
13. Allow hosted events with no fee to **Lily & Fern** for company events in city parks.

Lily & Fern and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
 - A. **Lily & Fern** shall perform labor for agreed upon cooperative projects at a \$____/hour rate, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials.

Lily & Fern and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.

Lily & Fern LLC

Date

Mayor, City of Hailey

Date

AGENDA ITEM SUMMARY

DATE 4/15/13

DEPARTMENT: Parks

DEPT. HEAD SIGNATURE: HD

SUBJECT

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

Motion to approve Memorandum of Understanding with Katherine Nobel and Associates for care of JC Fox Demonstration Park under the Adopt-A-Park program *with Resolution 2013-28*

BACKGROUND:

Hailey's Adopt-A-Park program is off to its second year. This year, we have put together agreements so both parties more clearly know what to expect from one another.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

The program offers a great financial value to the city. Last year one of the Adopter's quantified their contributions at a value over \$8000.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Mayor
____ P & Z Commission ____ Parks & Lands Board ____ Public Works ____ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Memorandum of Understanding with Katherine Nobel and Associates for care of JC Fox Demonstration Park under the Adopt-A-Park program

FOLLOW UP NOTES:

**CITY OF HAILEY
RESOLUTION NO. 2013-28**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH KATHERINE
NOBLE AND ASSOCIATES REGARDING THE ADOPT A PARK PROGRAM FOR
J.C. FOX DEMONSTRATION GARDEN.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with KATHERINE NOBLE AND ASSOCIATES under which the KATHERINE NOBLE AND ASSOCIATES will provide landscaping maintenance of the grounds at J.C. Fox Demonstration Garden.

WHEREAS, the City of Hailey and KATHERINE NOBLE AND ASSOCIATES have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and KATHERINE NOBLE AND ASSOCIATES and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

RECEIVED
APR 12 2013



BY: _____

MEMORANDUM OF UNDERSTANDING

Katherine Noble & Associates and the CITY OF HAILEY

Adopt a Park Program for J.C. Fox Demonstration Garden

This Memorandum of Understanding ("MOU") is entered into by Katherine Noble & Associates (Noble) and the City of Hailey ("City") this 15th day of April, 2013.

RECITALS

- A. The City is the owner of several city parks, including J.C. Fox Demonstration Garden, and has established a maintenance program for various city parks ("Adopt a Park Program").
- B. Noble is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain J.C. Fox Demonstration Garden.
- C. Subject to the terms and conditions of this MOU, the City and Noble wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Noble.

DUTIES AND RESPONSIBILITIES

Noble shall:

1. Perform maintenance as needed, including beds and gardens .
2. Trim and prune perennials and shrubs as needed.
3. Oversee the health of the vegetation of J.C. Fox Demonstration Garden and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org .
4. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
5. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

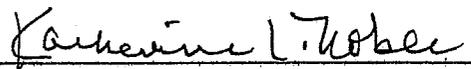
City shall:

1. Maintain all park equipment and buildings.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey's irrigation rules by irrigating at night on odd numbered calendar days.
3. Prune trees when needed.
4. Empty all garbage and dog pots.
5. Apply fertilizers and herbicides as needed to maintain health of the park.
6. Post notice of intent to apply fertilizer or herbicide prior to application.
7. Close area to the public prior to treating with fertilizer or herbicides.
8. Give prior notices of organized park activities to **Katherine Nobel 720-5975 knobelflwr@cox.net**
9. Inspect the park periodically for damage caused by heavy use.
10. Install a 2' x 3' foot sign with the **Noble** logo and contact information at the entrance to the park.
11. Promote exposure to **Noble** during events in the maintained area, and during other city events.
12. Give recognition through exposure in the local newspaper and the City's Our Town newsletter.
13. Allow hosted events with no fee to **Noble** for company events in city parks.

Nobel and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
 - A. **Noble** shall perform labor for agreed upon cooperative projects at a \$____/hour rate, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials.

Nobel and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.



Katherine Noble & Associates

4/10/13

Date

Mayor, City of Hailey

Date



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BKS (14) 55 04 29 21
Policy Period:
From 02/10/2013 To 02/10/2014
12:01 am Standard Time
at Insured Mailing Location

Commercial General Liability Declarations

Basis: Occurrence

Named Insured	Agent
KATHY NOBLE DBA KATHY NOBLE & ASSOCIATES	(208) 788-1100 WOOD RIVER INSURANCE INC

SUMMARY OF LIMITS AND CHARGES

Commercial General Liability Limits of Insurance	DESCRIPTION	LIMIT
	Each Occurrence Limit	1,000,000
	Damage To Premises Rented To You Limit (Any One Premises)	1,000,000
	Medical Expense Limit (Any One Person)	15,000
	Personal and Advertising Injury Limit	1,000,000
	General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
	Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges	DESCRIPTION	PREMIUM
	General Liability Schedule Totals	719.00
	Certified Acts of Terrorism Coverage	3.00

Total Advance Charges: \$722.00

Note: This is not a bill

To report a claim, call your Agent or 1-800-289-0930

AGENDA ITEM SUMMARY

DATE 4/15/13

DEPARTMENT: Parks

DEPT. HEAD SIGNATURE: HD

SUBJECT

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

Motion to approve Memorandum of Understanding with Evergreen Landscaping for care of McKercher Park under the Adopt-A-Park program

W/ Resolution 2013-29

BACKGROUND:

Hailey's Adopt-A-Park program is off to its second year. This year, we have put together agreements so both parties more clearly know what to expect from one another.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

The program offers a great financial value to the city. Last year one of the Adopter's quantified their contributions at a value over \$8000.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Mayor
____ P & Z Commission ____ Parks & Lands Board ____ Public Works ____ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Memorandum of Understanding with Evergreen Landscaping for care of McKercher Park under the Adopt-A-Park program

FOLLOW UP NOTES:

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH EVERGREEN
LANDSCAPING REGARDING THE ADOPT A PARK PROGRAM FOR MCKERCHER
PARK.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with EVERGREEN LANDSCAPING under which the EVERGREEN LANDSCAPING will provide landscaping maintenance of the grounds at McKercher Park.

WHEREAS, the City of Hailey and EVERGREEN LANDSCAPING have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and EVERGREEN LANDSCAPING and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



MEMORANDUM OF UNDERSTANDING

Evergreen Landscaping and the CITY OF HAILEY

Adopt a Park Program for McKercher Park

This Memorandum of Understanding ("MOU") is entered into by Evergreen Landscaping (Evergreen) and the City of Hailey ("City") this 10th day of April, 2013.

RECITALS

- A. The City is the owner of several city parks, including McKercher Park, and has established a maintenance program for various city parks ("Adopt a Park Program").
- B. Evergreen is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain McKercher Park.
- C. Subject to the terms and conditions of this MOU, the City and Evergreen wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Evergreen.

DUTIES AND RESPONSIBILITIES

Evergreen shall:

1. Mow and trim once a week on Monday or Tuesday.
2. Perform spring clean-up maintenance as needed prior to seasonal irrigation system start-up.
3. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey's irrigation rules by irrigating at night on odd numbered calendar days.
4. Blow out the sprinkler system at the end of the irrigation season before October 31, under city oversight.
5. Oversee the health of the vegetation of McKercher Park and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
6. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.

- 7. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

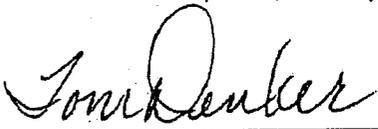
City shall:

- 1. Maintain all playground equipment and buildings.
- 2. Prune trees, bushes and flowers when needed.
- 3. Empty all garbage and dog pots, and clean bathrooms.
- 4. Apply fertilizers and herbicides as needed to maintain health of the park.
- 5. Post notice of intent to apply fertilizer or herbicide prior to application.
- 6. Close area to the public prior to treating with fertilizer or herbicides.
- 7. Give prior notices of organized park activities to **Evergreen Landscaping 726-5267**
tom@evergreen5b.com
- 8. Inspect the park after each major event for damage caused by the event.
- 9. Install a 2' x 3' foot sign with the Evergreen Landscaping logo and contact information at the entrance to the park.
- 10. Promote exposure to Evergreen during events in the maintained area, and during other city events.
- 11. Give recognition through exposure in the local newspaper and the City's Our Town newsletter.
- 12. Allow hosted events with no fee to Evergreen for company events in city parks.

Evergreen and the City shall:

- 1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
- 2. Inform each other of significant maintenance developments and public events in the maintained area.
- 3. Cooperate on joint projects and activities additional to those outlined previously in this agreement when possible.
 - A. Evergreen shall perform labor for agreed upon cooperative projects at a \$⁵⁰~~39~~/hour rate, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials.

Evergreen and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.



Evergreen Landscaping

4/10/2013
Date

Mayor, City of Hailey

Date

AGENDA ITEM SUMMARY

DATE 4/15/13

DEPARTMENT: Parks

DEPT. HEAD SIGNATURE: HD

SUBJECT

Motion to approve Memorandum of Understanding with Clearwater Landscaping for care of Keefer Park sports fields under the Adopt-A-Park program w/ Resolution 2013-30

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

Hailey's Adopt-A-Park program is off to its second year. This year, we have put together agreements so both parties more clearly know what to expect from one another.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

The program offers a great financial value to the city. Last year one of the Adopter's quantified their contributions at a value over \$8000.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Memorandum of Understanding with Clearwater Landscaping for care of Keefer Park sports fields under the Adopt-A-Park program

FOLLOW UP NOTES:

**CITY OF HAILEY
RESOLUTION NO. 2013-30**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH
CLEARWATER LANDSCAPING REGARDING THE ADOPT A PARK PROGRAM
FOR KEEFER PARK.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with CLEARWATER LANDSCAPING under which the CLEARWATER LANDSCAPING will provide landscaping maintenance of the grounds at Keefer Park.

WHEREAS, the City of Hailey and CLEARWATER LANDSCAPING have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and CLEARWATER LANDSCAPING and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



MEMORANDUM OF UNDERSTANDING

Clearwater Landscaping and the CITY OF HAILEY

Adopt a Park Program for Keefer Park

This Memorandum of Understanding ("MOU") is entered into by Clearwater Landscaping (Clearwater) and the City of Hailey ("City") this ___ day of April, 2013.

RECITALS

- A. The City is the owner of several city parks, including Keefer Park, and has established a maintenance program for various city parks ("Adopt a Park Program").
- B. Clearwater is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Keefer Park.
- C. Subject to the terms and conditions of this MOU, the City and Clearwater wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Clearwater.

DUTIES AND RESPONSIBILITIES

Clearwater shall:

1. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey's irrigation rules by irrigating at night on even numbered calendar days.
2. Blow out the sprinkler system at the end of the irrigation season before October 31, under city oversight.
3. Apply fertilizers and herbicides as needed to restore health of the park, and provide MSDS information to City.
4. Notify City of Hailey two weeks in advance of intent to fertilize or apply herbicides.
5. Post notice provided by City of Hailey of intent to apply fertilizer or herbicide prior to application, along with MSDS information.
6. Close area to the public prior to treating with fertilizer or herbicides.
7. Oversee the health of the vegetation of Keefer Park and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to

Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org .

8. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
9. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

City shall:

1. Mow and trim once a week on _____.
2. Maintain all playground equipment and buildings.
3. Prune trees, bushes and flowers when needed.
4. Empty all garbage and dog pots, and clean bathrooms.
5. Give prior notices of organized park activities to Matt Hoskins 788-5486
mhoskins@clearwaterlandscaping.com
6. Inspect the park after each major event for damage caused by the event.
7. Install a 2' x 3' foot sign with the Clearwater Landscaping logo and contact information at the entrance to the park.
8. Promote exposure to Clearwater during events in the maintained area, and during other city events.
9. Give recognition through exposure in the local newspaper and the City's Our Town newsletter.
10. Allow hosted events with no fee to Clearwater for company events in city parks.

Clearwater and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and activities additional to those outlined previously in this agreement when possible.
 - A. Clearwater shall perform labor for agreed upon cooperative projects at a \$____/hour rate, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials.

Clearwater and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.

Clearwater Landscaping

Date

Mayor, City of Hailey

Date

AGENDA ITEM SUMMARY

DATE 4/15/13

DEPARTMENT: Parks

DEPT. HEAD SIGNATURE: HD

SUBJECT

Motion to approve Memorandum of Understanding with Swenke Landscaping for care of Skate Park under the Adopt-A-Park program *w/ Resolution 2013-31*

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

Hailey's Adopt-A-Park program is off to its second year. This year, we have put together agreements so both parties more clearly know what to expect from one another.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

The program offers a great financial value to the city. Last year one of the Adopter's quantified their contributions at a value over \$8000.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Memorandum of Understanding with Swenke Landscaping for care of Skate Park under the Adopt-A-Park program

FOLLOW UP NOTES:

**CITY OF HAILEY
RESOLUTION NO. 2013-31**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH SWENKE
LANDSCAPE COMPANY REGARDING THE ADOPT A PARK PROGRAM FOR THE
SKATE PARK.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with SWENKE LANDSCAPE COMPANY under which the SWENKE LANDSCAPE COMPANY will provide landscaping maintenance of the grounds at Skate Park.

WHEREAS, the City of Hailey and SWENKE LANDSCAPE COMPANY have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and SWENKE LANDSCAPE COMPANY and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



MEMORANDUM OF UNDERSTANDING

Swenke Landscape Company and the CITY OF HAILEY

Adopt a Park Program for Hailey Skatepark

This Memorandum of Understanding ("MOU") is entered into by Swenke Landscape Company (Swenke) and the City of Hailey ("City") this 15th day of April, 2013.

RECITALS

A. The City is the owner of several city parks, including Hailey Skatepark, and has established a maintenance program for various city parks ("Adopt a Park Program").

B. Swenke is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Hailey Skatepark.

C. Subject to the terms and conditions of this MOU, the City and Swenke wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Swenke.

DUTIES AND RESPONSIBILITIES

Swenke shall:

1. Mow and trim once a week on Friday.
2. Perform spring clean-up maintenance as needed, including thatching and turf maintenance, clean-up of beds, and concrete bowl blow out.
3. Apply a fertilizer and herbicide at least twice a year as needed, using chemicals and products provided by the City of Hailey.
4. Notify City of Hailey two weeks in advance of intent to fertilize or apply herbicides.
5. Post notice provided by City of Hailey of intent to apply fertilizer or herbicide prior to application.
6. Close area to the public prior to treating with fertilizer or herbicides.
7. Oversee the health of the vegetation of Hailey Skatepark and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.

8. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
9. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

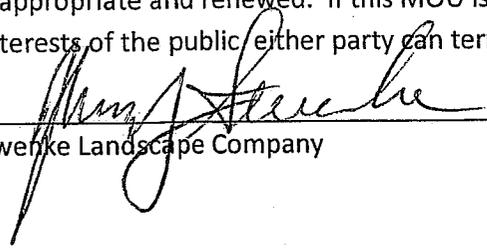
City shall:

1. Maintain all playground equipment and buildings.
2. Prune trees, bushes and flowers when needed.
3. Empty all garbage and dog pots, and clean bathrooms.
4. Give prior notices of organized park activities to **Mark Swenke 720-4198** mmswenke@mindspring.com
5. Inspect the park after each major event for damage caused by the event.
6. Provide fertilizer and herbicides to Swenke for application at agreed upon times.
7. Provide notices and MSDS information to Swenke to be posted at treated site.
8. Install a 2' x 3' foot sign with the Swenke Landscape Company logo and contact information at the entrance to the park.
9. Promote exposure to Swenke during events in the maintained area, and during other city events.
10. Give recognition through exposure in the local newspaper and the City's Our Town newsletter.
11. Allow hosted events with no fee to Swenke for company events in city parks.

Swenke and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
 - A. Swenke shall perform labor for agreed upon cooperative projects at a \$35.00/man hour rate, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials.

Swenke and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.


 Swenke Landscape Company

4-11-13
 Date

 Mayor, City of Hailey

 Date

AGENDA ITEM SUMMARY

DATE 4/15/13

DEPARTMENT: Parks

DEPT. HEAD SIGNATURE: HD

SUBJECT

Motion to approve Memorandum of Understanding with CU Next Storm Landscaping for care of Foxmoor Park under the Adopt-A-Park program w/ Resolution 2013 - 32

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

Hailey's Adopt-A-Park program is off to its second year. This year, we have put together agreements so both parties more clearly know what to expect from one another.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

The program offers a great financial value to the city. Last year one of the Adopter's quantified their contributions at a value over \$8000.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Mayor
____ P & Z Commission ____ Parks & Lands Board ____ Public Works ____ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Memorandum of Understanding with CU Next Storm Landscaping for care of Foxmoor Park under the Adopt-A-Park program

FOLLOW UP NOTES:

**CITY OF HAILEY
RESOLUTION NO. 2013-32**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH CU NEXT
STORM LANDSCAPING REGARDING THE ADOPT A PARK PROGRAM FOR THE
FOXMOOR PARK.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with CU NEXT STORM LANDSCAPING under which the CU NEXT STORM LANDSCAPING will provide landscaping maintenance of the grounds at Foxmoor Park.

WHEREAS, the City of Hailey and CU NEXT STORM LANDSCAPING have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and CU NEXT STORM LANDSCAPING and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

MEMORANDUM OF UNDERSTANDING

Between C-U Next Storm Landscaping (Adopter) and the CITY OF HAILEY (City)

Adopt a Park Program for Foxmoor Park

This Memorandum of Understanding (MOU) is to establish the duties and responsibilities of C-U Next Storm Landscaping and the City of Hailey relative to coordination of the Adopt a Park Program within Hailey City Parks.

This coordinating of activities between C-U Next Storm Landscaping and the City of Hailey in the area of parks maintenance will provide better service to the citizens of Hailey through increased resources, avoidance of duplication of effort by agencies, and implementation of activities consistent with purposes and policies of the City of Hailey.

DUTIES AND RESPONSIBILITIES

C-U Next Storm Landscaping shall:

1. Mow and trim once a week on Mondays.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey's odd-even irrigation rules by irrigating at night, on odd numbered calendar days.
3. Blow out the sprinkler system at the end of the season under city oversight.
4. Oversee health of the agreed upon assets and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
5. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.

City of Hailey or its designee shall:

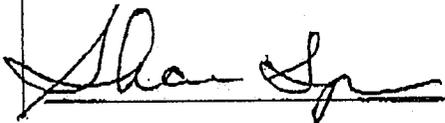
1. Maintain all playground equipment and buildings.
2. Prune trees, bushes and flowers when needed.
3. Empty all garbage and dog pots and clean bathrooms.
4. Apply a fertilizer and herbicide at least twice a year as needed.
5. Post Notice of Intent to apply fertilizer or herbicide prior to application.
6. Close area to the public prior to treating with fertilizer or herbicides
7. Give prior notices of organized park activities to Shaun Saeer 788-3202 cunextstorm@qwestoffice.net
8. Install a 2x3 foot sign with C-U Next Storm Landscaping Logo and contact information at the entrance to the park.

- 9. Promote exposure during events in the maintained area, or during other city events.
- 10. Give recognition through exposure in the local newspaper and the city's Our Town newsletter.
- 11. Allow hosted events with no fee to adoptee for company events in city parks.

C-U Next Storm Landscaping and the City of Halley shall:

- 1. Convene at least once monthly during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
- 2. Inform each other of significant maintenance developments and public events in the maintained area.
- 3. Cooperate on joint projects and additional activities when possible.
 - A. Adopter shall perform labor for agreed upon cooperative projects at a \$36/hour rate, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials needed on cooperative projects.

C-U Next Storm Landscaping and the City of Halley will review this Memorandum of Understanding one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the agencies and the best interests of the public, either party can terminate it with 30 days written notice.



C-U Next Storm Landscaping

4-8-13

Date

Mayor, City of Halley

Date

AGENDA ITEM SUMMARY

DATE 4/15/13

DEPARTMENT: Parks

DEPT. HEAD SIGNATURE: HD

SUBJECT

Motion to approve Memorandum of Understanding with Webb Landscaping for care of Hop Porter Park under the Adopt-A-Park program

w/ Resolution 2013-33

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

Hailey's Adopt-A-Park program is off to its second year. This year, we have put together agreements so both parties more clearly know what to expect from one another.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

The program offers a great financial value to the city. Last year one of the Adopter's quantified their contributions at a value over \$8000.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Mayor
____ P & Z Commission ____ Parks & Lands Board ____ Public Works ____ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Memorandum of Understanding with Webb Landscaping for care of Hop Porter Park under the Adopt-A-Park program

FOLLOW UP NOTES:

**CITY OF HAILEY
RESOLUTION NO. 2013-33**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH WEBB
LANDSCAPE REGARDING THE ADOPT A PARK PROGRAM FOR THE HOP
PORTER PARK.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with WEBB LANDSCAPE under which the WEBB LANDSCAPE will provide landscaping maintenance of the grounds at Hop Porter Park.

WHEREAS, the City of Hailey and WEBB LANDSCAPE have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and WEBB LANDSCAPE and that the Mayor is authorized to execute the attached Agreement,

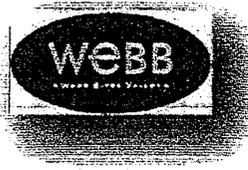
Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



MEMORANDUM OF UNDERSTANDING

Webb Landscape and the CITY OF HAILEY

Adopt a Park Program for Hop Porter Park

This Memorandum of Understanding ("MOU") is entered into by Webb Landscape ("Webb") and the City of Hailey ("City") this ___ day of April, 2013.

RECITALS

- A. The City is the owner of several city parks, including Hop Porter Park, and has established a maintenance program for various city parks ("Adopt a Park Program").
- B. Webb is local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Hop Porter Park.
- C. Subject to the terms and conditions of this MOU, the City and Webb wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Webb.

DUTIES AND RESPONSIBILITIES

Webb shall:

1. Mow and trim once a week on Tuesdays.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey's irrigation rules by irrigating at night on odd numbered calendar days.
3. Blow out the sprinkler system at the end of the irrigation season before October 31, under city oversight.
4. Apply a fertilizer and herbicide at least twice a year as needed, using chemicals and products provided by the City of Hailey.
5. Notify City of Hailey two weeks in advance of intent to fertilize or apply herbicides.
6. Post notice provided by City of Hailey of intent to apply fertilizer or herbicide prior to application.
7. Close area to the public prior to treating with fertilizer or herbicides.

8. Oversee the health of the vegetation of Hop Porter Park and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
9. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.

City shall:

1. Maintain all playground equipment and buildings.
2. Prune trees, bushes and flowers when needed.
3. Empty all garbage and dog pots, and clean bathrooms.
4. Give prior notices of organized park activities to Brian Ros 720-8014 brianros@webbland.com
5. Inspect the park after each major event for damage caused by the event.
6. Provide fertilizer and herbicides to Webb for application at agreed upon times.
7. Provide notices and MSDS information to Webb to be posted at treated site.
8. Install a 2' x 3' foot sign with the Webb Landscape Logo and contact information at the entrance to the park.
9. Promote exposure to Webb during events in the maintained area, and during other city events.
10. Give recognition through exposure in the local newspaper and the City's Our Town newsletter.
11. Allow hosted events with no fee to Webb for company events in city parks.

Webb and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
 - A. Webb shall perform labor for agreed upon cooperative projects at a \$55/hour rate, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials.

Webb and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.



Webb Landscape

4/8/13

Date

Mayor, City of Hailey

Date

AGENDA ITEM SUMMARY

DATE: 4/15/13 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: _____

SUBJECT: Motion to approve Resolution 2013-34 declaring street equipment, including a 1987 Champion 740A Grader and a Volvo L35 Mini-Loader as surplus property for trade-in on a new equipment lease, at trade in value of \$70,000 and \$30,000, respectively

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This agenda item is in conjunction with the proposed 5 year lease with Central Equipment Co. for 2 new Liebherr L528 mid-sized loaders. This equipment would be used for trade-in value towards the new lease.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2013 - ___ and authorize the mayor to sign.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**RESOLUTION NO 2013-34
SURPLUS PROPERTY**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY IDENTIFYING SURPLUS
PROPERTY WITHIN THE HAILEY STREET DEPARTMENT AND AUTHORIZING THE USE
OF SAID SURPLUS PROPERTY FOR TRADE-IN VALUE FOR NEW EQUIPMENT**

WHEREAS The City Clerk of the City of Hailey, Idaho is requesting that the following fixed assets be designated as surplus as the assets are obsolete and are no longer required to conduct Street Department business, as new equipment will be acquired .

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hailey, Idaho that the following fixed assets are deemed surplus property by the City of Hailey:

- 1987 Champion Grader, Model 740A, Serial Number 127-183-17689-87
- 2000 Volvo Mini-Loader, Model L35B-ZD, Serial Number L35BD1872230

The administrative staff of the City of Hailey under the supervision of the City Clerk and or the City Treasurer is authorized to sell publicly; trade or otherwise transfer or other governmental agencies, and take all necessary steps to carry out the authorization provided by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the surplus property and authorizes the Mayor to sign.

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



City of Hailey
 USER: KELLY
 SORTED BY: Entity/Group
 SELECTION:

Asset Profile

4043 [VOLVO MINI LOADER L35B]

Parent Asset ID:	Serial #: L35BD1872230
Entity Name: STREET DEPARTMENT	Manufacturer: VOLVO
Group Tree: HEAVY EQUIP\LOADER	Model: L35B-ZD
Category: EQUIPMENT	Vendor:
Type: LOADER	Customer:
Budget: 1004041405	Purchase Date: 1/3/2000
Status: ACTIVE	Purchase Cost: \$63,400.00



DEPARTMENT:	ENGINE:
HOURS :	LICENSE: NO PLATE
LICENSE PLATE EXPIRATION:	TITLE:
TRANSMISSION:	WARRANTY END DATE:

Note

Note Type	Note	Modified By	Note Date
GENERAL	AIR COOLED ENGINE	STEVE	3/14/2011



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High/Low/Average

[North America Listings](#)

You Searched For: Category = WHEEL LOADERS; Manufacturer = VOLVO,VOLVO; Model = L35; Year From = 2004; Year To = 2007

	Auction Prices	Equipment For Sale Prices
Total number of listings found:	9	4
Highest price found:	US \$30,500	US \$67,127
Lowest price found:	US \$11,000	US \$33,000
Average price:	US \$23,208	US \$54,507
Average w/out High & Low:	US \$23,911	US \$58,950

Here is an at-a-glance view of current "quick sale", auction prices, and also current asking, or "retail", prices.

We have done computations on both "Equipment For Sale" & "Auction Results" listings for the type of equipment you specified. Above you see the average price found, the highest & lowest prices, and the average price computed again after throwing out the highest & lowest prices. For clarification, we've also displayed the number of listings on which the computations were performed. (NOTE: Items without a price have been omitted from the calculations.)

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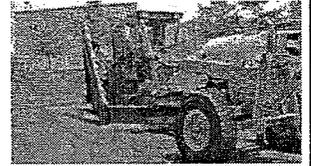


City of Hailey
USER: KELLY
SORTED BY: Entity/Group
SELECTION:

Asset Profile

4045 [CHAMPION 740A GRADER]

Parent Asset ID:	Serial #: 127-183-17689-87
Entity Name: STREET DEPARTMENT	Manufacturer: CHAMPION
Group Tree: \HEAVY EQUIP\GRADER	Model: 740A
Category: EQUIPMENT	Vendor:
Type: GRADER	Customer:
Budget: 1004041405	Purchase Date: 1/1/1998
Status: ACTIVE	Purchase Cost: \$140,000.00



DEPARTMENT:

ENGINE:

HOURS : 4000

LICENSE: NO PLATE

LICENSE PLATE EXPIRATION:

TITLE:

TRANSMISSION:

WARRANTY END DATE:



[Home](#) | [Register](#) |

High/Low/Average

[North America Listings](#)

You Searched For: Category = MOTOR GRADERS; Manufacturer = CHAMPION; Model = 740A

	Auction Prices	Equipment For Sale Prices
Total number of listings found:	37	7
Highest price found:	US \$61,709	US \$89,900
Lowest price found:	US \$6,300	US \$19,000
Average price:	US \$22,972	US \$56,092
Average w/out High & Low:	US \$22,342	US \$56,749

Here is an at-a-glance view of current "quick sale", auction prices, and also current asking, or "retail", prices.

We have done computations on both "Equipment For Sale" & "Auction Results" listings for the type of equipment you specified. Above you see the average price found, the highest & lowest prices, and the average price computed again after throwing out the highest & lowest prices. For clarification, we've also displayed the number of listings on which the computations were performed. (NOTE: Items without a price have been omitted from the calculations.)

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AGENDA ITEM SUMMARY

DATE: 4/15/13 **DEPARTMENT:** PW - Streets **DEPT. HEAD SIGNATURE:** _____

SUBJECT: Motion to approve Resolution 2013-35 authorizing the city to enter into an equipment lease agreement with Central Equipment Company for a 5-year lease of 2 new loaders.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In August, 2008 we entered into a 5 year lease agreement with Central Equipment Company for a Liebherr L 528 Loader (mid-sized) valued at \$140,000, at which time we traded in two pieces of surplus equipment as part of the lease. The current lease is for \$7,500/year, a copy of the previous lease agreement is attached. There is no buy-out option on this lease agreement and we will have to return the equipment in by August 2013. We would like to enter into a new five year lease agreement with Central Equipment for two new L 528 Loaders (mid-sized) valued at \$149,274 each, and trade in the Champion 740A Grader for a credit of \$70,000 and the Volvo L35 Mini Loader for a credit of \$30,000. Also, we will receive a trade-in credit for the Liebherr 528, making the total credit \$160,000 towards the new agreement. The new leased equipment will have to be ordered in advance for delivery this summer and so our agreement needs to be finalized soon. Quotations were requested from another vendor for John Deere Loaders but the price on those was not as competitive (attached spreadsheet).

Both the L-35 Mini-Loader and Grader will need to be declared surplus equipment. Both pieces of equipment are fully depreciated and are working past their 10 year useful life. An expense analysis was done (attached) showing that the 1987 Champion 740A Grader costs approximately \$92.46 per hour to operate. This piece of equipment has also had new brakes in 2007 which cost the city \$53,217. The cost per hour to operate the 2000 L35 Mini Loader is approximately \$15.76 per hour and will require new tires which will cost the City approximately \$8,000. Another reason trading in the L35 mini loader and receiving the \$30,000 credit is that its usefulness would drop due to the fact we purchased the new Toolcat for snow blowing in Woodside which also has uses during the non-winter times.

In summary; one new loader would replace the existing lease for the Liebherr L 528, a second Liebherr L 528 loader would be more efficient than the L35 mini loader, especially for snow removal but also summer projects and when a smaller loader is needed we would be using the Toolcat.

The final agreement, to be reviewed and approved by the City Attorney, would be for the lease of the 2 loaders proposed cost is \$10,000 per year for each loader or \$100,000 total over 5 years. The lease comes with a 5 year warranty on major parts and repairs, and so the city will need only pay for fuel and routine maintenance.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize the mayor to sign the lease with Central Equipment Co. upon review by the City Attorney.

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. 2013-35**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE
CITY OF HAILEY AND CENTRAL EQUIPMENT COMPANY**

WHEREAS, the City of Hailey desires to enter into a lease agreement with Central Equipment Co.

WHEREAS, Central Equipment Co. will lease two (2) Liebherr L528 Loaders to the city of Hailey for a five year period

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Lease Agreement and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

VENDOR COMPARISON

	Liebherr (Central)	John Deere (Cesco)	NOTES
Lease Price (2 Units)	\$310,000	\$289,000	
Trade-in Values			
4047 Liebherr 528 Loader	\$60,000	-\$43,500	Would need to purchase L528 loader at \$90K in order to trade in
4045 1987 Champion 740A Grader	\$70,000	\$11,000	
4043 Volvo L35 mini loader	\$30,000	\$20,000	
Total Trade-In Value	\$160,000	-\$12,500	
Price Delivered - Net cost to Hailey	\$150,000	\$301,500	
5 Yr Lease Payments (Annual for 2 Loaders)	\$20,000	\$28,956	Trade-ins are considered first payment, 4 Annual Payments
		\$22,670	Trade-ins not first payment, 5 Annual Payments
Total Lease Payments	\$100,000		80% of lease payments are equity towards new lease
		\$115,824	Trade-ins are considered first payment, 4 Annual Payments
		\$113,350	Trade-ins not first payment, 5 Annual Payments

10-1-2008 through 3-26-13

q #	Equipment	In Use Year	Original Value	Trade-in	Unit Cost Per Hr	Hrs Used	Parts, Labor	Other, Fuel	Total Cost	Repairs not included in cost per hr	Remaining Estimated Life
4047	Leibherr 528 Loader	2008	\$ 140,000	\$ 60,000	\$ 9.93	1,733	\$ 4,696	\$ 12,514	\$ 17,210	\$ 5,800	lease
4045	1987 Champion 740A Grader	1998	\$ 140,000	\$ 70,000	\$ 114.55	20	\$ 1,647	\$ 644	\$ 2,291	\$ 53,217	NONE
4043	Volvo L35 mini loader	2002	\$ 63,400	\$ 30,000	\$ 15.76	1,234	\$ 3,495	\$ 15,957	\$ 19,452	\$ 7,150	5 yrs

REPAIRS PAID BY CENTRAL EQUIPMENT
REPAIRS PAID BY CITY OF HAILEY

	Unit Cost Per Hr	Hrs Used	Parts, Labor	Other, Fuel	Net Lease Cost	Total Cost
New Equipment Estimated Cost - 5 years						
Leibherr 528 Loader	\$ 20.83	1,800	\$ 5,000	\$ 12,500	\$ 20,000	\$ 37,500
Leibherr 528 Loader	\$ 20.83	1,800	\$ 5,000	\$ 12,500	\$ 20,000	\$ 37,500
Estimated Cost - Continued Use						
Volvo L35 mini loader	\$ 48.00	750	\$ 20,000	\$ 16,000	\$ -	\$ 36,000

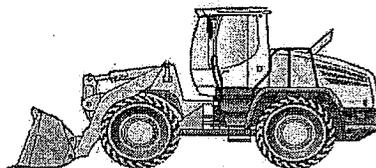
\$20,000 = \$3,500 P&L, \$7,150 major repairs, \$8,000 Tires, plus likely increased maintenance due to age
Less hours of use as the L35 is less useful than the 528 Loader and Toolcat can take it's place

LIEBHERR

City of Hailey

L 528 2 Plus 1

2 machines



STANDARD BUILD MACHINE INCLUDES THE FOLLOWING

L528-660 Base Machine with Ride Control Standard Machine Package	\$149,274.00
Includes:	
Travel Alarm	
Air Suspended Operator Seat	
Labels & Safety Items for USA	
Manuals	
Radio	
RADIAL TIRES 17.5-25	inc.
Left Armrest for Grammer Seat	inc.
Lift Arms	inc.
Hydraulic Quick Hitch	\$5,700.00
Bucket for Quick Hitch	\$5,110.00
Extra Hydraulic Valve	\$2,500.00
Extra Hydraulic Valve (for sweeper or other)	\$910.00
Ride Control	\$3,700.00
Pallet Forks	\$3,400.00
Total Price Delivered-2 units	\$334,388.00
Municipality Discount	-\$24,388.00
Trade Value for 740A Grader (\$70k) and Volvo L35B (\$30k)	-\$100,000.00
Equity Allowed For Current L528 Rental	-\$60,000.00
Total Price FOB City of Hailey	\$150,000.00
Lease Payment approximately \$835/month for 60 months or \$10,000 annually/unit	
Warranty-Full machine for duration of lease (see certificate for coverage)	
Lease Maximum Hours to be 2,000 or less per unit	
Optional Lease Buyout Value at Lease End Per Unit	\$90,000.00

Best Regards,

Ryan Bowden
Sales Representative
208-709-3878

AGENDA ITEM SUMMARY

DATE: 08/11/2008 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: 

SUBJECT:

Equipment Rental Agreement

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching an Equipment Rental Agreement for a diesel loader. This lease is a five year lease with payments of \$625/month. I have added a non-appropriation clause as paragraph 20 to the standard terms and conditions.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize the mayor to sign the agreement subject to the lessor accepting paragraph 20.

FOLLOW-UP REMARKS:

*



EQUIPMENT RENTAL AGREEMENT

CENTRAL EQUIPMENT COMPANY, a Idaho corporation whose address is 3700 1/2 South 5th, P.O. Box 4639, Pocatello, Idaho 83205, County of Bannock, State of Idaho, hereinafter called the lessor, hereby leases to City of Hailey whose address is 115 Main St. S. Suite H, City of Hailey, County of Blaine State of Idaho, hereinafter called the lessee, for a minimum period of 60 (days, weeks, months) (delete two) and thereafter until the equipment is returned or until lessor terminates the lease, the equipment hereinafter described, according to the terms and provisions hereinafter stated:

The lessee agrees to pay base, hour and tire rentals as hereinafter set forth: A base rental in the amount of _____ payable in advance of each rental period. Month \$ 625 Week \$ _____ Day \$ _____

The base rental allows no more than 8 hours use if the rental is on a daily basis, 40 hours use if on a weekly basis, and 33 hours of use if on a monthly basis. Lessee agrees to pay an hourly rental for each hour in excess thereof at the rate of \$ _____ per hour.

Double Shift Rate \$ _____ Triple Shift Rate \$ _____

In addition to the base and hourly rental, lessee agrees to pay a tire rental at the rate of \$ _____ per tire per hour of use.

The hourly and tire rentals shall be payable within 10 days following each month of use.

All rentals shall be payable at the office of lessor.

Lessor makes only the written warranties, if any, furnished to lessee at or before execution of this agreement. Lessor makes no other warranties express or implied respecting the goods, except title, and expressly excludes any implied warranties of merchantability or fitness for use.

EQUIPMENT LEASED: Liebherr Wheel Loader

MODEL LS20Z

S/N OF UNIT 660-19081

HOUR METER READING OUT 10

READING RETURN 2010

Model No. _____ Serial No. _____ Engine Make _____ Serial No. _____

Tire Serial Nos. RF _____ LF _____ RR _____ LR _____

Beginning date of lease _____

F.O.B. City of Hailey

Total Value \$ 140,000

The Equipment shall be used at or near Hailey

In the State of Idaho

Ship to _____

When _____ Via _____

Return to (lessor's designated receiving point) Central Equipment Jerome Office

Invoice to 115 Main St. S. Suite H

Street Address _____ City and State Hailey ID, 83333

Lessee agrees to all terms and provisions printed on reverse side dated this 1st day of August, 2008

CUSTOMER IS RESPONSIBLE FOR LIABILITY INSURANCE

WITNESS: _____

Customer Insurance Company _____

Phone Number _____ Agent _____

CENTRAL EQUIPMENT COMPANY, INC., LESSOR

By [Signature]
City of Hailey

LESSEE

By _____

TERMS AND PROVISIONS OF AGREEMENT

1. The rental period shall begin on and include the date of shipment to the lessee and shall end on and include the date of return to the lessor's warehouse or receiving point. If equipment is kept longer than the specified minimum rental period, the rental shall continue at the same rate, with a proration of rentals on any combination of monthly, weekly or daily rates which is to lessee's advantage.

2. Lessee agrees to perform all maintenance such as, but not restricted to, lubricating, greasing, cleaning, checking tires, tightening of nuts, bolts, etc. Lessee agrees to pay lessor for damage arising from improper maintenance.

3. Lessee agrees to perform all minor repairs, including, without limitation, the replacement of filters, cables, cutting edges, hoses, packing, clutch plates, brakes and other wearing parts as needed. Lessee agrees to perform all major repairs necessitated by reasons other than ordinary wear and tear. Lessor agrees to perform all major repairs necessitated by ordinary wear and tear unless prevented from doing so by strike or other cause beyond its control.

Lessor, in its sole discretion, shall determine whether repairs are minor or major, and whether any major repair is necessitated as a result of ordinary wear and tear, and lessee agrees to be bound thereby.

Any repairs, the cost of which, in the Lessee's opinion, should be borne by the manufacturer under its warranty, must be made by the lessor. In the event of damage to the equipment, lessee may have the same repaired by any competent person, firm or corporation at its own expense or, the lessor, at its option, may repair said machinery for the lessee. If the repair is performed by lessor, and if the expense thereof is to be borne by lessee as set forth above, lessee agrees to pay the lessor at its regular rates, for any material or labor furnished in making said repairs. In the event any work is done outside of lessor's regular hours by reason of which lessor shall be required to pay double time or other overtime charges to its employees, or to anyone doing the work for lessee, all such charges will be paid by the lessee to the lessor.

4. The tire charge shown on the face of this document covers normal tread wear only. The change does not cover —

1. Mounting and dismounting
2. Repairs
3. Loss of ballast material
4. Transfer of ballast
5. Switching of tires

These costs are to be borne by the lessee.

5. Lessee agrees to pay for all services and materials furnished and all damages and sums due the lessor under this contract as soon as the loss occurs or service are rendered or materials are furnished.

6. The taking of notes, or renewals thereof, covering rentals or payments due shall not in any manner whatsoever change or supersede the terms and conditions of this contract.

7. The receipt and acceptance by the lessee of said equipment shall constitute acknowledgement that said property has been accepted and found in good, safe and serviceable condition, and fit for use, unless the lessee makes claim to the contrary to the lessor by registered mail with return receipt demanded, addressed to the lessor's home office within three days after receipt of said equipment. The complaint as made shall set forth in detail its complete nature and the condition of the property received.

In the event of notice to the lessor by the lessee that the equipment is not in good, safe and serviceable condition and fit for use upon its arrival, the lessor shall have the right to put said equipment in good, safe and serviceable condition and fit for use, within a reasonable time, or to cancel this lease.

8. The lessor shall not be liable in any event to the lessee for any loss, delay or damage of any kind or character resulting from defects in, or condition or inefficiency of equipment hereby leased. In the event the lessee accepts the machinery and equipment, as herein provided, and thereafter the said machinery and equipment, as herein provided, and thereafter the said machinery proves defective or unfit for use, because of accident or otherwise, or, if for any other reason lessee desires to discontinue the use of said machinery or equipment, the only remedy of lessee shall be to return the machinery to lessor and terminate this contract as herein elsewhere provided for.

9. The lessee agrees to pay for any charge for work or inspection required by any labor union. The lessor may, at its option, refuse to do any repair work on the equipment if there is a strike against lessee or if there is any labor union rule prohibiting it. The lessor reserves the right to remove the equipment at lessee's

expense from the job at any time when, in its opinion, the equipment is in danger because of strikes or any other condition.

10. The lessee agrees to comply with and conform to all municipal, state and federal laws relating to the operation of said machinery and to pay all costs and expenses of every character occasioned by or involving the use or operation of the machinery or equipment and to pay all taxes and assessments which may be levied on said equipment during the term of this lease.

11. The lessee agrees to pay the lessor for all loss and damage occasioned by fire, theft, flood, accident, explosion, wreck, an act of God, negligence of lessor or lessee, or any other cause that may occur during the life of this lease, and until such machinery has been returned into the possession of the lessor and accepted by it. For the purpose of finding the valuation of said property in order to determine the loss, damage or injury thereto, it is agreed by the parties hereto that the value as hereinbefore stated shall be a true and just value as hereinbefore stated shall be a true and just value forming a basis for such adjustment. In making such adjustment it is understood that no rentals theretofore paid or due shall apply on the payment of such loss.

12. The lessee agrees to indemnify the lessor against all loss, damage and expense arising from any action on account of any injury to person or property of any character whatsoever occasioned by the operation, handling or transportation of any of the equipment during the rental period, including that arising from negligence of lessor.

13. The lessee agrees to insure said equipment in the amount of the value thereof set forth herein, against damage occasioned by fire, theft, flood, explosion, accident, act of God, or any other insurable cause that may occur during the life of this lease with a loss payable clause in favor of lessor and to furnish a certificate of insurance to lessor as evidence of coverage.

14. The title to the property herein leased and to all repairs, replacements and additions thereto is and shall remain in the lessor, and said machinery and equipment shall not become a party of any building, by being placed therein or by being annexed thereto. Where the equipment is annexed to any property, the lessee shall furnish the lessor with a landlord's release, which shall permit the lessor to remove the equipment from said property at any time during the life of, or after the expiration of this contract. Should the lessee be lax in obtaining said landlord's release, the lessor reserves the right, and the lessee hereby grants permission to the lessor to obtain such release. This equipment rental agreement may be assigned by the lessor to a financial institution.

15. The lessee agrees, whenever requested by lessor, to give lessor the exact location of all of the machinery and equipment covered by this lease and further agrees to give lessor immediate notice of any levy attempted upon said equipment, or if said equipment from any cause becomes liable to seizure, and to indemnify lessor against all loss and damages caused by any such action. The lessor shall have the privilege at all times of entering any building or location where the above property is being used for the purpose of inspection and shall have the privilege of removing said machinery and equipment on twenty-four hours notice if it is being overloaded or taxed beyond its capacity or in any manner abused or neglected.

16. The equipment hereby leased shall not be sublet without the written consent of the lessor nor shall said property be moved from the construction job at the location shown herein, without the written consent of the lessor.

17. Should any of the provisions of this lease be violated by lessee the rental for the entire period herein specified may, at the option of lessor, become forthwith due and payable, and the lessor, or its agents may, without notice, enter the premises occupied by lessee without being a trespasser thereon and take possession of and remove said equipment with or without process of law. Any watchman or other person in charge of the equipment is hereby authorized and directed to deliver said equipment to lessor or its agent without inquiring as to any default. In the event of default, lessee agrees to pay all costs incurred by lessor in enforcing any right it may have, including, without limitation, reasonable attorneys fees, cost of removal of said machinery from the possession of lessee, and all freight, demurrage, storage, labor or other charges on or against said property incurred during or by the removal, shipping and return to the possession of the lessor at its designated receiving point.

18. Lessee agrees to return the equipment at the termination of this lease, to lessor's designated receiving point, in the same condition as when received, ordinary wear and tear excepted.

19. All rental payments are due in advance. Interest at the rate of 18% per annum will be charged on all rentals that have not been paid 30 days after invoice date.

20. Appropriations. No commitment of public funds will be made prior to the approval of this Equipment Lease Agreement. The terms of this Equipment Lease Agreement are contingent upon sufficient appropriations being made by the Hailey City Council for the performance of this agreement. If sufficient appropriations are not made, this agreement shall terminate. Termination based on non-appropriation of funds pursuant to the terms of this agreement shall not constitute a claim for payment or damages by Lessor. Lessee's decision as to whether sufficient appropriations are available shall be accorded finality by Lessor and shall be final.

