

AGREEMENT FOR DEVELOPMENT OF THE REPLACEMENT AIRPORT AND
REDEVELOPMENT OF FRIEDMAN MEMORIAL AIRPORT

This Agreement for Development of the Replacement Airport and Redevelopment of Friedman Memorial Airport ("Agreement") is entered into this ___ day of June, 2010 by and among the City of Hailey ("City"), Blaine County ("County"), and the Friedman Memorial Airport Authority ("Authority") (collectively referred to as the "Parties")

Deleted: May

RECITALS

- A. Blaine County and the City of Hailey are the Airport Sponsors under FAA statutes and regulations. The Authority was created pursuant to Idaho Code Section 67-2328 by the City and the County by a Joint Powers Agreement dated May 16, 1994, as amended ("Joint Powers Agreement"). The Authority is the entity governing the Friedman Memorial Airport ("Current Airport")
- B. The Current Airport is approximately 209 acres in size and is located within the City;
- C. The City, County and Authority have initiated various steps to, and intend and are committed to, relocate all airport uses, including commercial and general aviation uses, from the Current Airport to an alternative location within the unincorporated area of Blaine County ("Replacement Airport");
- D. These steps include the following formal acts and declarations, which are incorporated herein by reference: Blaine County Resolution 2009-73; Blaine County Resolution 2008-22; Blaine County Resolution 2009-10; Blaine County Resolution 2009-50; and City of Hailey Resolution Nos. 2007-16 and 2009-19
- E. The Parties desire this Agreement to address various steps and processes going that will enable them to plan, finance, design, construct, govern and operate the Replacement Airport, as well as to plan for the redevelopment of the site of the Current Airport;
- F. The Parties intend this Agreement to reflect the assignment of responsibilities necessary to proceed with the various tasks needed to transition to the Replacement Airport, and to plan and redevelop the site of the Current Airport; and
- G. The Parties recognize that considerable effort is required to achieve their goals, and that cooperation among the Parties will be an essential component to successfully complete these stated goals.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

I. Basic Principles

The Parties agree on the following principles governing their relationship and providing the foundation for decision making and cooperation under this Agreement:

1. Site 10A in southern Blaine County is the preferred site of both the County and the City for development of the Replacement Airport;
2. The Replacement Airport should be developed in a timely and cost effective manner that minimizes or avoids the expenditure of general property tax revenue;
3. Cooperation among the City, County and Authority is essential for the successful relocation of the airport to the Replacement Airport site;
4. The site of the Current Airport should be master planned and redeveloped in a manner that a) optimizes revenue potential (which revenue will be used to offset costs for development of the Replacement Airport) and b) plans development in a manner which is sensitive to the needs and desires of the City;
5. Public participation should be encouraged throughout the process of developing the Replacement Airport and redeveloping the Current Airport;
6. The Blaine County Airport Advisory Committee ("Advisory Committee") shall consult with the Authority and advise the County on issues related only to the Replacement Airport;
7. Upon approval and agreement by the City and County, members of the Advisory Committee may be appointed to the Authority;
8. The Current Airport shall be managed under the existing Joint Powers Agreement;
9. The Joint Powers Agreement may be amended to align with principles in this Agreement;
10. Upon future agreement by the City and County, the Authority will shift from dual sponsorship to a single sponsoring entity.

II. Responsibilities of the County

The Parties agree that the County shall have the primary responsibility for the following:

1. Public outreach related to the planning and development of the Replacement Airport;
2. Issuing all of the permits and County authorizations necessary to comply with the County's development regulations;

3. Developing a transportation plan for access to the Replacement Airport;
4. Assignment of the Advisory Committee to research, review and make recommendations pertaining to various issues related to the Replacement Airport;
5. Design, planning, financing and construction of the Replacement Airport, including layout, infrastructure and structures;
6. Operation of the Replacement Airport as the eventual single Sponsor.

III. Responsibilities of the City

The Parties agree that the City shall have the primary responsibility for the following:

1. Addressing land ownership issues and developing the strategy for redeveloping the site of the Current Airport as a unified redevelopment effort;
2. Negotiating with the Friedman family interests;
3. Public outreach to develop a master plan for redevelopment of the Current Airport site;
4. Preparing a master plan for redevelopment;
5. Issuing all of the permits and City authorizations necessary to comply with the City's development regulations for redevelopment of the Current Airport;
6. Implementing the master plan and determining the phasing and timing of the development.

IV. Responsibilities of the Authority

1. The Parties agree that the Authority shall have the primary responsibility, now and in the future, for the following:
 - a) Operation of the Current Airport in a financially prudent manner in light of the principles outlined above;
 - b) Upon application by the County and approval by the Authority, funding the design, planning, financing, construction and operation of the Replacement Airport including layout, infrastructure and structures;
 - c) Development of a financing plan for the Replacement Airport;
 - d) Re-assignment of FAA grant assurances from the Authority, as presently constituted, to the sponsor of the Replacement Airport;
 - e) Development of a business plan for the Replacement Airport, including an air service plan;
 - f) Development of a comprehensive schedule with critical path milestones for the Replacement Airport;
 - g) Acquisition of the land for the Replacement Airport, including working with BLM and FAA;

Deleted: F

- h) Reclamation and remediation of the site of the Current Airport, and demolition of all structures, runway, taxiways and aprons;
 - i) Funding transition and relocation expenses through appropriate funding mechanisms.
2. The City and County agree that the Authority will transition to a restructured governing Board, the actual transition, timing, and structure of which will be determined at a later date. The Authority will be responsible for seeking FAA review (and concurrence, if appropriate) of any transition plan developed by the Parties.

V. Cooperation and Timing

1. The Parties agree to diligently pursue their primary responsibilities as set forth in this Agreement and recognize that time is of the essence in discharging those responsibilities.
2. Each Party agrees, when necessary, to provide the other Parties with appropriate notice before a decision is made, to encourage open dialogue and discourse. Each Party also agrees to promptly notify the other Parties after any significant action is taken.
3. The Parties agree to cooperate with one another in carrying out the relative responsibilities set forth herein and will not take actions that unnecessarily hinder or obstruct the process of constructing the Replacement Airport and redeveloping the Current Airport.

VI. Other Stakeholders

The Parties recognize that there are other stakeholders with whom it would be essential or desirable for the Parties to consult during the process of planning, design, engineering and construction of the Replacement Airport. The Parties agree that the following Parties shall have principal responsibility for seeking and securing cooperation from the named stakeholders:

1. FAA: Authority
2. The Friedman family interests: City
3. BLM: Authority
4. Congressional delegation: all Parties
5. State officials: County
6. Airlines and other airport users: Authority and Advisory Committee
7. Other governmental entities: County

VII. Amendment

This Agreement may be revised, amended, or canceled, in whole or in part, only by means of a written instrument executed by the City and County.

IN WITNESS WHEREOF, the Parties having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

CITY

COUNTY

By _____
Richard L. Davis, Mayor

By _____
Lawrence Schoen, Chairman

Attest: _____
Mary Cone, Clerk

Attest: _____
JoLynn Drage, Clerk

AUTHORITY

By _____
Tom Bowman, Chairman

ACKNOWLEDGEMENT AND CONSENT:

We, the Blaine County Airport Advisory Committee, acknowledge the receipt of this Agreement for Development of the Replacement Airport and Redevelopment of Friedman Memorial Airport, and consent to the terms and conditions set forth herein.

BLAINE COUNTY AIRPORT
ADVISORY COMMITTEE

By _____

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CITY

COUNTY

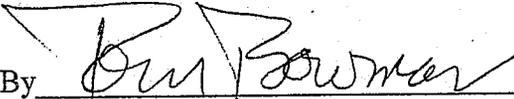
By _____
Richard L. Davis, Mayor

By _____
Lawrence Schoen, Chairman

Attest: _____
Mary Cone, Clerk

Attest: _____
JoLynn Drage, Clerk

AUTHORITY

By  _____
Tom Bowman, Chairman

ACKNOWLEDGEMENT AND CONSENT:

We, the Blaine County Airport Advisory Committee, acknowledge the receipt of this Agreement for Development of the Replacement Airport and Redevelopment of Friedman Memorial Airport, and consent to the terms and conditions set forth herein.

BLAINE COUNTY AIRPORT
ADVISORY COMMITTEE

By _____

AGENDA ITEM SUMMARY

DATE: 6/28/2010

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Resolution Designating Bus Loading Spaces

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed resolution which repeals Hailey Resolution Nos. 2009-11 and 2009-15 and which replaces them with a new resolution. This proposed resolution consolidates the prior resolutions and adds bus stops on both sides of Woodside Boulevard near the intersection of Woodside and Laurelwood.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)
____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Building
____ Library ____ Planning ____ Fire Dept. _____
____ Safety Committee ____ P & Z Commission ____ Police _____
____ Streets ____ Public Works, Parks ____ Mayor _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the attached resolution and to authorize the mayor to sign.

FOLLOW-UP REMARKS:

RESOLUTION NO. 2010 - 09

A RESOLUTION OF THE HAILEY CITY COUNCIL ENACTED PURSUANT TO HAILEY MUNICIPAL CODE CHAPTER 10.08, REPEALING HAILEY RESOLUTION NOS. 2009-11 and 2009-15 AND REPLACING THEM TO DESIGNATE LOADING ZONES AND PROCEDURES FOR DESIGNATION OF LOADING ZONES

WHEREAS, Mountain Rides Transportation Authority has requested bus loading zones in front of bus stops located within the City of Hailey;

WHEREAS, the City of Hailey has adopted Chapter 10.08 of the Hailey Municipal Code which allows the Council to establish loading zones by the adoption of a resolution and by installation of appropriate signage;

WHEREAS, the definition of Loading Zone is, "a space or section of a public right of way which has been set aside for the exclusive purpose of loading and unloading property or persons";

WHEREAS, bus loading zones are essential to the efficient operation of transit service and the safety of passengers;

WHEREAS, the Hailey City Council adopted Resolution Nos. 2009-11 and 2009-15 designating loading zones; and

WHEREAS, the Hailey City Council desires to designate additional loading spaces.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho that Hailey Resolution Nos. 2009-11 and 2009-15 are hereby repealed and replaced as follows:

1. Forty feet (40') of public right-of-way adjacent to signed bus stops at the following locations are hereby designated and signed as bus loading zones:

Stops on east side of Woodside Boulevard

Woodside & Glenbrook
Woodside & Berry Creek
Woodside & Snow Bank
Woodside & Winterhaven
Woodside & Moonlight
Woodside & Red Ash
Woodside & Baldy View
Woodside & Fox Acres
Woodside & Laurelwood Drive

Stops on west side of Woodside Boulevard and River Street

Woodside & Fox Acres
Woodside & Baldy View
Woodside & Red Ash
Woodside & Shenandoah
Woodside & Winter Fox
Woodside & Pinion
Woodside & Cherry Creek
Woodside & Glenbrook
Woodside & Laurelwood Drive
River & Bullion Park & Ride

2. Sixty-five feet (65') of public right-of-way adjacent to signed bus stops at the following locations be designated and signed as a bus loading zone:

Stops on east side of Main Street

Main & Maple
Main & Walnut
Main & Myrtle
Main & N. 1st

Stops on west side of Main Street

Main & McKercher
Main & Myrtle
Main & Croy
Main & Maple

3. The location of the loading zone shall be determined, on a case by case basis, by Public Works Department with recommendation by Mountain Rides. Adjustments to the location of the stop may also be made during the process of determining the location of the loading zone in order to improve visibility at intersections and address other safety concerns at a given stop. In the absence of local standards for the location of bus stops, loading zones and approaches, applicable state and federal standards shall be used.

Once a bus stop is designated by the Council as a loading zone, installation of signage may be prioritized by the Public Works Department with recommendation by Mountain Rides. The following procedure will be followed prior to signage being installed at any bus stop on Main Street:

- A. Upon determination by the Public Works Department that a bus stop is next in priority for signage, the Public Works Department shall send a letter to businesses located within the same block the bus stop to be signed is located. The letter shall describe the location of the bus stop to be signed, the estimated date the signage would be installed and shall ask for comments within a 10 day period starting on the date of the letter. The letter shall be sent at least 14 days prior to the installation of the sign.
- B. If no comment in opposition to the placement of signage is received within the 10 day comment period, then the signs shall be installed by the Public Works Department.
- C. Any opposition expressed by a business will be brought to the Council at their next regular meeting. The Council will determine if there is reason not to sign the bus stop and direct staff accordingly.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON JUNE 28TH 2010 AND EFFECTIVE THE 28TH DAY OF JUNE, 2010.

Richard L. Davis
Mayor City of Hailey

ATTEST:

Mary Cone, City Clerk

Robin Crotty

From: Heather Dawson
Sent: Monday, June 21, 2010 8:26 AM
To: Robin Crotty
Subject: FW: 5311f-5316-5317 Support Letter-general.doc
Attachments: 5311f-5316-5317 Support Letter-general.doc

Robin, please set up for mayor's signature on letterhead – give copy to Mary for council packet – ratification. HD

From: Jason Miller [mailto:jason@mountainrides.org]
Sent: Friday, June 18, 2010 12:47 PM
To: Jason Miller
Subject: 5311f-5316-5317 Support Letter-general.doc

I hate to do this to you again, but I have ANOTHER support letter request for grants we are operating to fund operations of our expanded Valley Route, the Hailey Circulator, and the soon-to-start Twin Falls service. I can pick up once signed – you don't have to worry about mailing.

Thanks so much,
Jason

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

(208) 788-4221
Fax: (208) 788-2924

June 21, 2010

Idaho Transportation Department
PO Box 7129
Boise, Idaho 83707-1129

RE: Mountain Rides Transportation Authority Application for 5311(f), 5316, and 5317 funding

Dear Sirs:

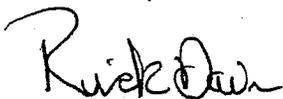
Thank you for the opportunity to provide a letter of support for Mountain Rides Transportation Authority (MRTA) and its applications for 5311(f), 5316, and 5317. We support the operations of Mountain Rides through a contribution to its annual budget to fund operating, administration, and capital costs. And we support this application for funding.

In the past few years, we have been very pleased to see the tremendous growth that Mountain Rides has experienced, as it has become a regional multi-modal provider of fixed route, commuter, ADA para-transit, vanpool, rideshare, and bike/ped services. As the organization looks towards future growth and development, the need for operational funding support is critical. Growing demand and services means that Mountain Rides must maximize funding opportunities for operations, especially for operating new or fledging services.

If successful, this funding would allow Mountain Rides to continue to meet mobility needs and expand service capacity. Adequate transit service is vital to increasing mobility, reducing traffic, and helping businesses recruit and retain employees.

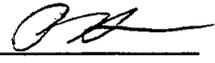
Without this grant program, Mountain Rides and its local funding partners would be unable to start new services and grow operations. We thank you for your continued support and hope that you will recognize our needs and continue to support our efforts in obtaining funds.

Sincerely,



Rick Davis
Mayor, City of Hailey

AGENDA ITEM SUMMARY

DATE: 6/28/10 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to ratify the Public Work Director's signature on an agreement with Western States Geothermal for consulting services on the preparation of a grant application for EPA's Climate Showcase Communities RFP.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

City staff is preparing an application for a Climate Showcase Communities grant to EPA which includes work at the WWTP to provide heating from the wastewater effluent. This technology requires assistance from a consultant to identify the energy saving potential as well as Greenhouse Gas reductions. Western States Geothermal is a local (WRV) company interested in assisting with this application. Due to the time limits on preparing the application city staff signed the agreement and is requesting council ratification.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ City Attorney _____ Clerk / Finance Director _____ Engineer _____ Building
____ Library _____ Planning _____ Fire Dept. _____
____ Safety Committee _____ P & Z Commission _____ Police _____
____ Streets _____ Public Works, Parks _____ Mayor _____

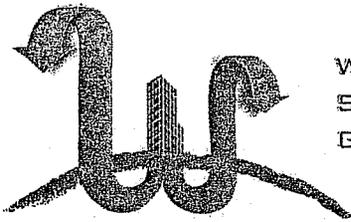
RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date _____

City Clerk _____



WESTERN
STATES
GEOTHERMAL, LLC

"DELIVERING ON THE PROMISE"

June 15, 2010

Mr. Tom Hellen
City of Hailey
115 Main Street South
Suite H
Hailey, ID 83333

Project: Hailey Waste Water Treatment Plant

Re: Geothermal Heat Pump Feasibility Study

Dear Mr. Hellen,

Thank you for the opportunity to provide you with a fee proposal for the Feasibility Study of a Geothermal Heat Pump Mechanical System.

Project Description:

The City of Hailey is planning to pursue energy efficiency improvements and reductions in greenhouse gas emissions. Specifically this project is an initial estimate of potential energy savings and resulting reductions in Green House Gas emissions by retrofitting the Heating & Cooling equipment to geothermal heat pump equipment, utilizing the treated effluent for the geo-exchange requirements. This initial estimate will be utilized by the City of Hailey to pursue grant funding opportunities with the Environmental Protection Agency.

Scope of Work:

Western States Geothermal, LLC will provide professional design and engineering services for the feasibility study of the above mentioned project. Items included in the Feasibility Report are as follows:

1. **Site Visit – 3 hours**
 - a. **Introduction to System**
 - b. **Evaluate Old Equipment**
 - c. **Measurements for Cost Estimates**
 - d. **Historical Energy Data**

640 Second Avenue South, P.O. Box 2682, Ketchum, Idaho 83340 / t: 208.726.0637 / f:208.726.1262

- e. Talk with On-site Supervisor
- 2. Waste Water Research – 1 hour
 - a. Current Systems
 - b. New Technologies
- 3. Evaluation of Current System – 1 hour
 - a. Service
 - b. Replacement
 - c. New Design
- 4. Cost Estimate for System – 1 hour
 - a. Install
 - b. Labor
 - c. Material
- 5. Estimated Cost Savings – 1 hour
 - a. Annual Costs
 - b. Pay back
- 6. Greenhouse Gas Emissions – 2 hours
 - a. Estimate
 - b. Comparison to Previous System
 - c. Comparison to Other Systems
- 7. Schematic Drawings – 1 hour
- 8. Summary and Write-Up – 2 hours

Discipline Coordination:

Western States Geothermal will make all reasonable efforts to coordinate the design intent of the Mechanical systems with the current operations of the Waste Water Treatment Facilities and Process.

Deliverables:

We will provide the following items for the City of Hailey team:

- 3 Bound copies of the report and an electronic copy of the file(s).

Assumptions:

Western States Geothermal has made the following assumptions in preparing this proposal. Please review the assumptions provide documentation of any inconsistencies.

- All existing heating and cooling equipment will be accessible
- An authorized representative of the WWTP will be available to answer any questions about the process or facilities as they arise.
- This report is an initial estimate only to serve as a tool for pursuing grant opportunities. Additional detailed Feasibility Studies will be completed if measured and guaranteed energy savings are desired.

Exclusions:

- Travel

Fee and Payment:

The Engineering and Design fee for this project as previously described is **\$1,380**. This fee will be billed on a percentage of completion, on the 30th of the month and/or when the design has been delivered. Payment is due within 30 days of invoice.

Additional Services not described in the aforementioned descriptions will be billed at the following Hourly Rates:

Engineer	\$115/hr
Project Manager	\$95/hr

Acceptance:

Please sign below and return original copy. This will act as our contract and notice to proceed.

Western States Geothermal
Ron Pierce – CEO

Mr. Tom Hellen – City of Hailey
OR Authorized Signature



AGENDA ITEM SUMMARY

DATE: 6/28/10 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to ratify the Mayor signing a proposal for fog sealing city owned bike paths using a piggyback bid to the Rec District

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This work is dependent on the contractor's schedule for being in the area and is scheduled to begin on 6/28, weather permitting. The piggyback bid resulted in a savings of approximately \$300 over a previous quote. This work will complete fog sealing for the city owned bike paths for the next 5 years.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14
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City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:
Date _____

City Clerk _____

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

*Additional/Exceptional Originals to: _____
Copies (AIS only) _____
Draft 12-30-03



4850 Henry St.
Boise, Idaho 83709
Phone (208) 322-7000
Fax (208) 562-0853

PROPOSAL AND CONTRACT

TO: City of Hailey
115 Main St. S. Ste H
Hailey, ID 83333

PROJECT:
Misc Paths

Hailey, ID

DATE: June 7, 2010
Name: Kelly Schwarz
Phone #: 208-788-9830 ext 17
FAX #: 208-788-3686
Cell #: 208-309-1365

Items Selected	ITEM NO	WORK DESCRIPTION	EST. QTY.	UNIT DESC.	UNIT PRICE	PRICE TOTALS
<input type="checkbox"/>	1	Clean & install asphalt sealer @ 40sf per gallon.	79,130	sf.	\$0.126	\$9,970.38

Base Bid:

SPECIAL NOTES:

- 1) Owner is responsible for turning off all sprinklers & other water sources.
- 2) Owner is responsible for notifying general public, tenants, or others impacted by construction operations.
- 3) Pathways narrower than 8' will be applied @ 40sf per gallon in 1 coat.

*****ALL BILLINGS WILL BE BASED ON ACTUAL QUANTITIES COMPLETED & MEASURED IN THE FIELD.**

All material & construction practices are guaranteed to be as specified in Pavement Specialties standard specifications and are a part of this proposal. Pavement Specialties uses its practices, unless otherwise noted. Pavement Specialties is not responsible for damages, costs, or impacts caused by or to any hidden, or unknown items including utilities. Pavement Specialties cannot be responsible for drainage or water ponding on slopes of less than 1.5% or where grades are dictated by surrounding areas. Alterations, changes, additional work, unforeseen impacts, or deviations creating extra costs or impacts will become an additional charge, due & payable. All agreements and/or warranties, either expressed or implied, are only as attached in written form. All items on this proposal requiring asphalt products, hot plant asphalt, or batch plant concrete are based on supplier(s) quote at time of estimate to Pavement Specialties. Pavement Specialties reserves the right to adjust asphalt or concrete prices accordingly. Pavement Specialties will provide written notice of such price increases prior to the placement of asphalt based products, hot asphalt, or concrete materials. All agreements are contingent upon release of Pavement Specialties in case of weather, strikes, accidents, any material shortages, acts of God, or situations beyond Pavement Specialties control. As a proposal, the prices quoted are good for fifteen(15) days from the date of proposal. The owner(s) or its representative(s) will be responsible for all costs pertaining to permits, licenses, engineering, architectural fees, zone approvals, erosion control, and sediment control plans. These items shall be considered additional work. All charges pertaining to cost of these items will be paid at cost plus 10%. All labor cost incurred by Pavement Specialties in attaining such items, shall be charged by the hour including its normal overhead and markup. This is a unit price contract. The contract is based on field measurements and locations as directed by the owner(s) or its representative(s). Pavement Specialties shall be paid for actual quantities installed. Full Payment is due and owing on completion of work. Payment is due upon completion or progress billings each 30 days if project is completed in stages. Interest will be charged at 1.5% per month (18% APR.) for delayed payments. Owner(s) or its representative(s) will reimburse all costs Pavement Specialties incurs collecting monays due, including all court costs, expert fees, and attorney fees.

PAVEMENT SPECIALTIES OF IDAHO

I have reviewed, understand and accept the above prices, terms and conditions. The described work is hereby authorized on the terms offered.

BY: Keith Lewis

Keith Lewis

Title: Mayor

Date: 6/22/10

By: Keith Lewis

THIS PROPOSAL & ALL ATTACHMENTS ARE BEING SUBMITTED BASED ON THE UNDERSTANDING THAT ALL WILL BE HELD FULLY CONFIDENTIAL BY THE CUSTOMER & FOR OWNER. THIS PROPOSAL AND ALL DATA REMAINS THE PROPERTY OF PAVEMENT SPECIALTIES OF IDAHO AND MAY NOT BE COPIED OR DISCLOSED.

"An Equal Opportunity Employer"

PROPOSAL FORM

Date: 5/7/2010

Contractor: Pavement Specialties of Idaho

Bid Opening: Friday May 7, 2010
10:30 a.m.
1050 Fox Acres Rd. #107 Hailey, ID 83333

Re: Seal Coating of sections of the Wood River Trail - 2010

Attention BCRD Board and staff:

The undersigned has examined the contract documents, including the Instructions to Bidders, General and Technical Contract Conditions, and is familiar with the site and location of the project, the nature of the work and local conditions affecting the cost of the work and hereby proposes to furnish all labor, materials, and equipment required for Seal Coating of sections of the Wood River Trail - 2010 as described, in strict conformance with all requirements of the Contract documents as follows:

FOLLOWING SECTION:

Blaine County - Wood River Trail -

Mile 0 at north end of path at Hulen Meadows (W. Sage Rd.) to north side of Timber Trestle Bridge at approximately mile 5.2, including the following aprons:

- At Saddle Rd. intersection
- At 4th Street intersection
- From Serenade Lane to where path intersects from north and south.

Contact Eric Rector for further details or questions, 788-2117.

Estimated length: Approximately 5.7 miles or 30,096 L.F. (linear feet).

	Est. Quantity	Unit	Unit Price	Extension
Seal Coating	300,960	S.F.	0.126	37,920 ⁹⁶
		(square feet)		37,920 ⁹⁶
		Total:		

Proposal Form
Page 1 of 2

Bid security in the amount of at least 5% of the bid accompanies this Proposal, the same being subject to forfeiture in the event of default.

It is understood by the undersigned that the right is reserved by the owner to reject any or all bids and to waive irregularities and formalities in order to serve the best interests of the Owner and that this bid may not be withdrawn until forty-five (45) days after the date of opening.

If this bid is accepted, the undersigned agrees that if awarded a contract he shall work continuously on this project and complete the work by July 31, 2010.

It is understood that if accepted by the Owner, this Proposal becomes a part of the Contract documents and failing to comply with any part of this Proposal will be taken as failure of the bidder to comply with the Contract documents and will be just cause for rejection of the work.

Respectfully Submitted:

Bidder is:

- Corporation
- Partnership
- Individual

Firm: Pavement Specialties of Idaho, Inc

By: Jim Friedrich

Title: Estimator

Address: 4857 Henry St. Boise, Id 83709

Telephone: 208-322-7000

Fax: 208-562-0853

Acknowledges receipt of Addendas (initial after each Addenda is received):

1. No Addendas have been issued
- 2.

CONTRACT

Contract No: 12-2010

Date of Award:

Contract For Seal Coating of Bike/Hike Trails and Walking Paths at Wood River Trail System - 2010

Agreement:

This Agreement is entered into under the authority granted by the Blaine County Recreation District's Board of Directors and after the consideration of sealed bids that were submitted to the Blaine County Recreation District at a public opening at 10:30 a.m. on Friday, May 7, 2010. The Agreement is between Blaine County Recreation District existing under the laws of the State of Idaho, hereinafter referred to as the Owner, party of the first part, and Pavement hereinafter called the Contractor, party of the second part. *Specialties of Idaho*

Witnesseth:

Article 1:

The Contractor, for and in consideration of the payment or payments, herein specified, hereby covenants and agrees to perform all work as indicated and related on the attached Proposal Form for the complete Seal Coating of Bike/Hike Trails and Walking Paths at Wood River Trail System in strict conformity with the drawings and specifications and general Contract conditions prepared which are now on file in the office of the Owner. Said Drawings, Specifications and General Contract Conditions are hereby referred to and made a part of this Contract to the same extent as if herein set forth, and the same, together with this Contract, are herein referred to as the Contract documents.

Article 2:

Nondiscrimination:

A. During the performance of this Contract the Contractor agrees as follows:

The Contractor will not discriminate against any employee or job applicant on the basis of any legally protected category of individual, including but not limited to, race, color, religion, national origin, sex, age or disability with respect to any benefit or condition of employment including, but not limited to, hiring, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and benefits, and selection for training, including apprenticeship.

B. The Contractor shall submit the information and reports required by the Blaine County Recreation District Affirmative Action Policy. Failure to comply with these provisions will constitute cause for the Owner to terminate the Contract.

Contract
Page 1 of 2

Article 3:

The Contractor agrees to commence said work as herein provided at the earliest practicable date, no sooner than June 1, 2010, and to prosecute the same diligently and without delay, and complete this work no later than July 31, 2010.

Article 4:

The Contractor further agrees to make, execute and deliver to the Owner, a Performance Bond and Labor and Material Payment Bond executed by him and a surety company approved by the Owner in sum of

~~Thirty seven thousand nine hundred twenty dollars and 96/100~~ _____

for the use of said Owner and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of this Contract by said Contractor, and this Contract shall not become effective until said Bond has been received and approved by the Owner.

The Contractor agrees to carry full coverage of Workmen's Compensation Insurance and Public Liability Insurance as outlined in the specifications and to save the Owner harmless from any and all liability which may arise by reason of claims, demands or payments which may be imposed upon the Owner by reason of any act or conduct of the Contractor, his agents or employees while engaged in the execution of this Agreement.

Article 5:

In consideration of the covenants and agreements stated above, the Owner agrees to pay the Contractor the sum of \$37,920.96 with modifications upward or downward, if any, due to increased or decreased quantities of unit price items as mentioned in the Proposal or Bid of said Contractor which is made a part of this Contract and attached hereto. Installment payments, if any, on account of work done and the materials furnished by said Contractor under this Contract and actually in place in said project, shall be made in accordance with the provisions of the General Contract Conditions and final payment therefore shall be due and payable on or before thirty (30) days after receipt by the Owner of a certificate by the Owner's Representative that the work has been fully completed and this Contract fully performed by the Contractor and the opinion of the Owner's attorney that the Owner is then obligated to pay the sum contracted for herein.

Witnessed By:

Janelle Connors

BLAINE COUNTY RECREATION DISTRICT

Tim Hamilton, President

5/19/10

Date

Janelle Connors

Jim Keating, Executive Director & Secretary to the Board

5/17/10

Date



[Signature] PAVEMENT SPECIALTIES OF IDAHO, INC.

Contractor

[Signature] President

Signature and Title

5/25/2010

Date

Contract Page 2 of 2

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Pavement Specialties of Idaho, Inc.
4850 Henry Street Boise ID 83709

as Principal, hereinafter called the Principal, and Old Republic Surety Company
P. O. Box 1635 Milwaukee WI 53201

a corporation duly organized under the laws of the State of WI

as Surety, hereinafter called the Surety, are held and firmly bound unto Blaine County Recreation District
1050 Fox Acres Road Room 107 Hailey ID 83333

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

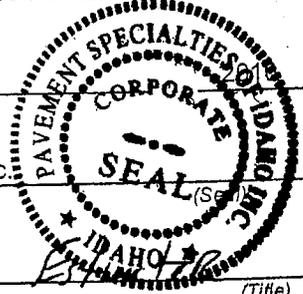
WHEREAS, the Principal has submitted a bid for Seal Coating of Sections of the Wood River Trail 2010.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of May

Evelyn Jensen
(Witness)

Pavement Specialties of Idaho, Inc.
(Principal)
By: [Signature]
(Title)



Sally Stopczynski
(Witness)

Old Republic Surety Company
(Surety)
By: [Signature]
Attorney-in-Fact Robin Stroud (Title)



KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KIM H. WARD, TINA COLEMAN, PHIL WALTER, ALLAN RANSTROM, COLLEEN THOMPSON, ROBIN STROUD, SALLY STOPCZYNSKI, OF BOISE, ID

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required) bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16TH day of DECEMBER, 2009.

OLD REPUBLIC SURETY COMPANY

[Signature]
Assistant Secretary



[Signature]
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16TH day of DECEMBER, 2009, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature]
Notary Public
My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.
43-5014

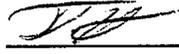


FRED A. MORETON COMPANY

Signed and sealed at the City of Brookfield, WI this 1st day of May, 2010

[Signature]
Assistant Secretary

AGENDA ITEM SUMMARY

DATE: 6/28/10 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve the purchase agreement for plant materials for the E W Fox Xeriscape Demonstration Garden with Teton Trees, LLC and authorize the mayor to sign.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Bids for supplying the plant material for the E W Fox Garden were approved by the council on May 24, 2010. Delivery will be in the fall.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

Draft 12-30-03

AGREEMENT FOR MATERIAL

THIS AGREEMENT FOR MATERIAL ("Agreement") is made and entered into effective this ___ day of _____, 2010, by and between the CITY OF HAILEY, a municipal corporation (hereinafter referred to as "Hailey"), and Teton Trees, LLC, an Idaho limited liability company (hereinafter referred to as "Supplier").

RECITALS

A. In 2010, Hailey intends to construct a xeriscape garden within the City of Hailey, and to accomplish this project the purchase of trees, shrubs, grasses and herbaceous plants is required. To that end, Hailey asked for bids and issued bid specifications ("Specifications").

B. In response, the Supplier provided Hailey a bid proposal dated April 29, 2010 ("Bid") to provide and deliver the proposed material.

C. In accordance with Idaho's bid law, Supplier has been selected to supply the required plant materials to Hailey and Supplier's offer has been approved by the Hailey City Council.

D. Subject to the terms and conditions set forth herein, the parties are desirous of entering into this Agreement to supply the specified plant materials.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the parties agree as follows:

1. Purchase and Sale of Materials. In accordance with this Agreement, Supplier shall provide and deliver and Hailey shall purchase the plant materials as shown on the Bid.

2. Consideration. As consideration for the purchase and delivery of the plant materials referred to herein, Hailey shall pay to Supplier the sum of **\$7,072.33**.

3. Quality of Materials. The plant materials purchased under this Agreement shall be as shown on the Bid. Supplier hereby warrants and guarantees that all materials shall meet the requirements of the Specifications and shall be suitable in all respects. All materials shall be approved by an authorized representative of Hailey upon delivery. Upon such approval, Supplier shall submit to Hailey an invoice for the materials delivered. Payment for each invoice shall be remitted to Supplier within thirty (30) days of receipt.

4. Availability of Specified Materials. In the event the plant materials specified or substituted in the original bid are not available, the Supplier shall notify Hailey and shall present options for substitution. The proposed substitutions shall be reviewed by Hailey and either accepted or rejected, in Hailey's sole discretion. Any substitution of material must conform to the requirements of a xeriscape garden. If rejected the Supplier shall propose a different substitution to Hailey. In no case shall the cost to Hailey be increased.

5. Delivery of Material. Hailey shall provide Supplier with at least a two week notice requesting delivery of the plant materials. Such notices may specify separate plant categories for delivery at different dates.

6. Change Orders. There shall be no modification or amendment of this Agreement, nor any increase in the amount of consideration provided above, except by means of written amendment to this Agreement or written change order executed by both parties.

7. Indemnification. Supplier covenants and agrees to indemnify, defend and hold Hailey harmless from and against any and all claims, causes of action, damages, costs and expenses, including attorneys fees, as a result of any act or omission on the part of Supplier or Supplier's employees, agents, invitees, suppliers, or subcontractors, relating to the performance of this Agreement.

8. Workmen's Compensation. All of Supplier's employees shall be covered by workmen's compensation insurance at all times during performance of the repair project provided for herein.

9. Notices. All notices given in connection with this Agreement shall be in writing and mailed to the appropriate party at the following addresses:

HAILEY: City of Hailey
 Streets Department
 115 South Main Street
 Hailey, Idaho 83333

SUPPLIER: Teton Trees, LLC
 20511 F St
 Rupert, ID 83350

10. Attorney's Fees. In the event either party hereto is required to retain an attorney to enforce the terms and conditions of this Agreement, or to recover damages as a result of a breach of this Agreement, the prevailing party in any such dispute shall recover from the other party all attorney's fees incurred by the prevailing party, whether or not litigation is instituted or concluded, on appeal or in bankruptcy proceedings.

11. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws and decision of the State of Idaho.

12. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties hereto, and no amendment or modification to this Agreement shall be made except by means of a written instrument duly executed by both parties.

13. Force Majeure. Neither party shall be liable for failure to perform hereunder, in whole or in part, due to contingencies beyond the party's reasonable control, including but not

necessarily limited to acts of God, inclement weather, fire, floods, epidemics, earthquakes, quarantine restrictions, and strikes not created by the Contractor, whether now existing or hereafter created.

14. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

15. Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

16. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.

17. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

18. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Material on the day and year first above written.

CITY OF HAILEY

By _____
Rick Davis, Mayor

ATTEST:

Mary Cone, City Clerk

TETON TREES, LLC

By _____,
_____, its _____