

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333
(208) 788-4221
Fax: (208) 788-2924

July 18, 2013

Brooke Chapman, Associate Director
Small Community Air Service Development Program
United States Department of Transportation
1200 New Jersey Avenue SE
Washington, DC 20590

RE: Support for Friedman Memorial Airport (SUN) 2013 Small Community Air Service Development Grant

Dear Ms. Chapman:

Friedman Memorial Airport (SUN) in Hailey, Idaho serves many Hailey residents, their families and friends, as well as tourists. Hailey residents tend to make our area a destination for important family events, such as weddings and family reunions, thereby increasing the tourist economy within the area that encompasses the Sawtooth National Recreation Area, Sun Valley Resort, and world famous fishing, biking, parades, small town charm, and mountain lifestyle.

Many of our residents have connections to eastern United States cities. Our exemplary schools send students to eastern universities each year. Local businesses have headquarter offices, or are the satellite offices of, eastern-based counterparts.

Eastbound commercial service and connectivity through Friedman Memorial Airport (SUN) is important to our community. Please consider our thoughtful support of a Small Community Air Service Development grant for 2013.

Sincerely,

Fritz X. Haemmerle
Mayor, City of Hailey

AGENDA ITEM SUMMARY

DATE: 8/5/13 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve amendment to Lease Agreement authorized by Resolution 2013-56 on July 15, 2013, which authorizes a 5-year lease with CESCO for a John Deere 524 K Loader at the same price and terms as the July 15 agreement for a 444k Loader upon City Attorney approval of lease.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Following the authorization from council for the lease from CESCO they informed us that a larger loader would be available at the same lease cost. Street Division Manager Kelly Schwarz has reviewed this offer and stated that it will be more efficient, especially during snow removal.

A copy of the lease with the City Attorney's comments is attached. CESCO (John Deere) is reviewing these comments.

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:

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)



**JOHN DEERE
FINANCIAL**

**Governmental
Master Lease Agreement**

Agreement No. _____

Lessee:	CUSTOMER NAME CUSTOMER ADDRESS
Lessor:	DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6800, JOHNSTON, IA 50131-6600

This Governmental Master Lease Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Owner ("we", "us" or "our"), and the Lessee and any co-Lessee identified below ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. **Lease Term Payments.** You agree to Lease from us the property ("Equipment") described in each Schedule for the entire Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. To the extent permitted by law, you intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. Notwithstanding anything to the contrary set forth herein, in the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 9 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease or Lease, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 1 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended. The Lease Term is a fixed unconditional term which may be renewed as provided for herein but may not be terminated for any reason other than due to a non-appropriation of funds, in which case the provisions of Section 8 shall not apply.

2. **Security Deposit.** If the Schedule provides for a Security Deposit, the Security Deposit will be held by us in a non-interest bearing account, commingled with other funds. We may apply the Security Deposit to any amounts due under the Lease and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within thirty days of termination of a Schedule and final inspection by us, provided you are not in default.

3. **Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced: (a) all sales, use, Lease, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. **Security Interest; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Lease. If a Schedule is deemed to be a secured transaction and not a lease or Lease, you (a) grant us a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. Upon exercise of any Purchase Option Price, we will release our security interest in the Equipment provided you have remitted the Purchase Option Price to us and no event of default has occurred and is continuing. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Schedules, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale, Lease or lease proceeds.

5. **Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 8 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (A) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (B) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates.

8. **Early Termination.** If you request, and we agree to, a termination of a Schedule before the expiration of its Lease Term, you agree to (a) deliver the Equipment to us at the time and place we choose; and (b) if the net proceeds we receive from any sale, Lease or other disposition of the Equipment (after deducting all of our costs and expenses) is less than the Termination Value, remit to us the difference. The "Termination Value" of any item of Equipment shall be the greater of Fair Market Value or Net Book Value as of the date of determination of any early termination, loss or default. "Fair Market Value" or "FMV" is

(1) the value that would be obtained in an arm's length sale of that item between an informed and willing seller under no compulsion to sell (but with no deduction for shipping costs), and an informed and willing buyer, as estimated by us, plus (2) the estimated cost to repair and refurbish the item so that it is in satisfactory condition, as described in Section 9. "Net Book Value" for any item is the sum of (1) all Lease Payments and any other amounts then due and payable to us, plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the unamortized amount of our indirect costs of originating and administering the applicable Schedule; plus (4) the present value of the Purchase Option Price (or if there is no Purchase Option Price, the residual value that we assumed in calculating Lease Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables.

9. **Return of Equipment.** If a Schedule is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 1 of this Master Agreement, you agree to return all Equipment to the place designated by us, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Lease.

10. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due, (b) you breach any other provision of the Lease and such default continues for 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

11. **Remedies.** If a default occurs, we may do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 9, or take possession of the Equipment (b) to the extent permitted by law, recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, if the Equipment is so returned, the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate, plus (3) the unamortized amount of our indirect costs of originating and administering the applicable Schedule (the "Default Amount"); or (ii) if the Equipment is not so returned, the Termination Value as of the date of such default; (c) lease, re-lease or sell the Equipment or any portion thereof at a public or private sale and apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to the Default Amount with you remaining liable for any deficiency; (d) declare any other agreements between you and us (or any of our affiliates) in default; (e) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us (or any of our affiliates); (f) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (g) exercise any other remedy available at law or in equity; and (h) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

13. **Indemnity.** You are responsible for all losses, damage, claims, infringement claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease or Lease thereof, including its use, condition or possession. We are not responsible for any Claims and, to the extent permitted by law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions which occurred during the Lease Term.

14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a cur Lease expense and not a debt under applicable state law; and (h) all financial information you have provided is true and a reasonable representation of your financial condition.

15. **Governing Law, Jurisdiction, Venue.** EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE YOU ARE ORGANIZED. TO THE EXTENT PERMITTED BY LAW, YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

16. **Miscellaneous.** WE HAVE NOT MADE AND DO NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. No part of any Lease Agreement can be amended, waived or terminated, except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that together will constitute one document. The parties intend to comply with applicable law and if a court finds any part of this Master Agreement to be unlawful, invalid, unenforceable, or would serve to create impermissible debt, such provision shall be deemed inapplicable and the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE	CUSTOMER NAME CUSTOMER ADDRESS	OWNER	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: <input type="checkbox"/>		By:	
Date: <input type="checkbox"/>		Title:	Date:

AGENDA ITEM SUMMARY

DATE: 08/05/2013 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: _____

SUBJECT: Elm St. 2013 Safe Route to School Sidewalk Improvements – Contractor Payment

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Overview

Construction of the Elm St. Sidewalk SR2S project is completed. The attached invoices are for:

- | | | |
|-----|---|-------------|
| (1) | The original project approved by ITD. | \$92,991.50 |
| (2) | Change order No. 1 regarding costs to change to head-in parking. | \$20,772.50 |
| (3) | Change order No. 2 regarding extra work requested by street department personnel. | \$ 742.00 |

Total project cost of \$114,506.00

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle# _____
 Budget Line Item # _____ YTD Line Item Balance \$ _____
 Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
 Staff Contact: Jim Zarubica Phone # 788-9830 ext. 17
 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
<u>X</u> Public Works	___ Parks	___ Mayor	

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve and authorize payment.

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

Earthworks, LLC

P.O. Box 41
Ketchum, ID 83340

Invoice

Date	Invoice #
6/27/2013	12310

Bill To
City of Hailey

P.O. No.	Terms	Project
		Elm Street Sidewalk...

Item	Description	Est Amt	Qty	Rate	Total %	Amount
2232	Removal of Asphalt	1,800.00	150	12.00	100.00%	1,800.00
2234	stripping, grubbing	1,134.00	27	42.00	100.00%	1,134.00
2300	Excavation	6,500.00	50	130.00	100.00%	6,500.00
3000	6" vertical curb and gutter	5,511.00	167	33.00	100.00%	5,511.00
3000	6" vertical curb no gutter	6,625.00	0	25.00	0.00%	0.00
3000	6' wide concrete/4" depth	13,134.50	241	54.50	100.00%	13,134.50
3000	6" walk concrete/6" depth	3,220.00	46	70.00	100.00%	3,220.00
3000	concrete driveway approach	1,800.00	2	900.00	100.00%	1,800.00
2741	Asphalt sawcutting	980.00	490	2.00	100.00%	980.00
2741	concrete sawcut	160.00	16	10.00	100.00%	160.00
2741	Asphalt paving	10,608.00	442	24.00	100.00%	10,608.00
2310	3/4" leveling course	14,700.00	1,050	14.00	100.00%	14,700.00
2310	2" minus base course	7,400.00	740	10.00	100.00%	7,400.00
2234	landscape repair	375.00	75	5.00	100.00%	375.00
1000	remove and reset signs	350.00	2	175.00	100.00%	350.00
1000	traffic control	500.00	1	500.00	100.00%	500.00
3000	Concrete Collars	500.00	2	250.00	100.00%	500.00
3000	ada stamps	990.00	6	165.00	100.00%	990.00
2632	catch basin	5,700.00	3	1,900.00	100.00%	5,700.00
2633	drywell	2,300.00	2	1,150.00	100.00%	2,300.00
2633	12" storm drain	2,482.00	73	34.00	100.00%	2,482.00
1000	remove and reset valve box	300.00	2	150.00	100.00%	300.00
1000	mobilization	3,047.00	1	3,047.00	100.00%	3,047.00
1000	flashing beacon	9,500.00	1	9,500.00	100.00%	9,500.00

Total	\$92,991.50
Payments/Credits	\$0.00
Balance Due	\$92,991.50

Earthworks, LLC

P.O. Box 41
Ketchum, ID 83340

Invoice

Date	Invoice #
6/27/2013	12312

Bill To
City of Hailey

P.O. No.	Terms	Project

Item	Description	Est Amt	Qty	Rate	Total %	Amount
2300	change order	2,600.00	20	130.00	100.00%	2,600.00
3000	Excavation	8,811.00	267	33.00	100.00%	8,811.00
3000	Concrete 6" curb and gutter	-381.50	-7	54.50	100.00%	-381.50
3000	6' wide concrete/ 4" thick	490.00	7	70.00	100.00%	490.00
2740	6' wide concrete/ 6" thick	6,960.00	290	24.00	100.00%	6,960.00
2310	Paving	1,148.00	82	14.00	100.00%	1,148.00
2310	3/4" base	600.00	60	10.00	100.00%	600.00
1000	2" minus base	545.00	1	545.00	100.00%	545.00
	MOB					

Total		\$20,772.50
Payments/Credits		\$0.00
Balance Due		\$20,772.50

Earthworks, LLC

P.O. Box 41
Ketchum, ID 83340

Phone # 208-788-7639

Fax # 208-788-8267

Invoice

Invoice # 12319

Bill To
City of Hailey

DUE DATE	Project
7/8/2013	Elm Street Sidewal...

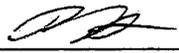
Item	Date	Description	QTY	RATE	Amount
1000	7/10/2013	Change Order #2		0.00	0.00
3000	7/10/2013	6' wide concrete sidewalk 4" depth, additional poured in place	6	54.50	327.00
3000	7/10/2013	ADA Compliant Detectable warning insert, additional	1	165.00	165.00
3000	7/10/2013	Construct additional collar, additional	1	250.00	250.00

Total

\$742.00

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AGENDA ITEM SUMMARY

DATE: 8/5/2013 DEPARTMENT: PW - Water DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve Resolution 2013-61, authorizing agreement with Idaho Power for providing power for the irrigation well at Lions Park for \$23,111.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The new irrigation well at Lions Park for the use of surface water for irrigating Lions and Hop Porter Parks requires a new service to the well. Idaho Power has provided the cost estimate of \$23,111 for this service. Documents from Idaho Power are attached.

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:

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. 2013-61**

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION OF AN
AGREEMENT FOR PROVIDING ELECTRIC SERVICE TO A WELL IN LIONS PARK
WITH IDAHO POWER CO.**

WHEREAS, the City of Hailey desires to enter into an agreement with Idaho Power Co. for providing electric power service to a new well in Lions Park;

WHEREAS, the City of Hailey and Idaho Power Co. have agreed to the terms and conditions of the Agreement for Lions Park, copy of which is attached hereto,

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

Passed this 5th day of August, 2013.

City of Hailey

Don Keirn, City Council President

ATTEST:

Mary Cone, City Clerk



In Account With

City of Hailey
Attn: Jim Zarubica
115 S Main St.
Hailey, ID 83333

W.O. Design # 27388313

Date July 15, 2013

In accordance with your request: Install new three phase underground facilities to serve new well.

Line Location: 11 Croy Creek Road, Lions Park, Hailey, Idaho

Line Installation Costs (Line 1)	<u>\$ 14,248.00</u>
Line Installation Credits (Betterment, Salvage, Customer Trench)(Lines 2-4)	
Terminal Facilities (Line 6)	<u>\$ 11,552.00</u>
Customer Allowance (Line 7)	<u>\$ 6,291.00</u>
Unusual Conditions (Line 9)	<u>\$ 2,992.00</u>
Other Charges (Eng Fees, Right of Way, Misc Charges) (Lines 14-23)	<u>\$ 610.00</u>

Amount to be paid and received prior to job being scheduled for construction. Quote good for sixty (60) days.

\$ 23,111.00

- Please remit payment.
- Please return signed and dated Service Request and Customer Cost document (attached).
- Please return signed and dated Work Order Map.
- Other

Comments: A power line easement will be required to install IPCo facilities on private property.

Work order will not be released for scheduling for construction until payment and/or requested documents are signed and returned. This quote is binding on the Company for a period of sixty days (60) from the date on this letter, and subject to change if information provided by the customer changes.

PLEASE RETURN SIGNED DOCUMENTS TO:

IDAHO POWER COMPANY
Attn: Cyndi Bradshaw
PO Box 3909
Hailey, ID 83333

If you have any questions, please telephone

Cyndi @ (208) 788-8002



Idaho Power Company
Service Request

Service Request Number: 00343524

CITY OF HAILEY PUBLIC WORKS- IRRIGATION SERVIC TO LIONS PARK

Work Order Number:	27388313	Eng Hours:	00010
Request Type:	CS	Eng Fee Amount(Att98):	610.00
Rate Sch.:	09S	Eng Fee Amount(Att16):	
Reply By:		Eng Fee Service Agreement No:	
		Eng Fee Service Agreement Date:	
		Customer No:	5604533287
Feeder:	HALY14B		
Service Location:	11 CROY CREEK RD HAIL		
Required in Service Date:	7/30/2013		
Planning Center/Team:	HAILEY		

Contact Detail:

252R	CITY OF HAILEY PUBLIC WORKS 115 S Main St, , HAILEY ID 83333	7882694
CUST	JJIM ZARUBICA , ,	788-9030
IPCO	CYNDI BRADSHAW DISTRIBUTION DESIGNER, ,	208-788-8002

Attribute Information
RES/COM

Service Voltage	277/480	No. Of Meters	ONE
Number of Phases	3	Meter Location	PD
KW Motor Load:		Ct Loc	
Largest Motor	20	Primary OH/UG	UG
1 Phase KW Demand		Service OH/UG	UG
3 Phase KW Demand	20KW	Srv Owner	IPCO
Connected KW Load		Panel Amp Size	200AMPS
Commercial Deposit Amount			

Notes

Remove overhead span, pole, transformer and service to existing meter pole.
 Install new three phase underground line extension to padmounted 277/480
 transformer. Extend from three phase padmount to new single phase
 padmount transformer and new underground service to reserve existing
 meter on pole.
 Customer will need to have electrician convert existing meter base to
 receive underground cable. Customer will need to provide easement
 description and exhibit prepared by licensed surveyor.

I understand that the information provided above is accurate to the best of my knowledge. Changes to load; voltage; location; etc may result in additional engineering charges.

Client Signature

Date

Idaho Power Representative Signature

Date



CUSTOMER COST QUOTE IDAHO

Customer or Project Name: CITY OF HAILEY PUBLIC WORKS-3PH PRI DIP & URD 3PH/	Design Number: 0000098999	Version: 003	Work Order #: 27388313
--	-------------------------------------	------------------------	----------------------------------

	Prepaid Fees	Debit	Credit	Totals
Line Installation Cost				
1. Line Installation/Upgrade Costs		12,523		
2. Company Betterment / Other Credits			0	
3. Salvage Taxable - Credit			0	
4. Customer Provided Trench			0	
5. Net Line Installation Cost				12,523
Terminal Facilities				
6. Terminal Facilities		11,552		
7. Customer Allowance			6,291	
8. Net Terminal Facilities				5,261
9. Unusual Conditions		2,992		
10. Bank Letter of Credit <i>(Only for Unusual Conditions over \$10,000)</i>			0	
11. Net Construction Cost				20,776
12. Net Vested OR Refundable Construction Cost <i>(Limited to 5 years or 4 additional applicants)</i>				13,010
13. Construction Cost Not Available for Vesting or Refund				7,766
Other Charges				
14. Vested Interest Work Order #		0		
15. Billable Right of Way Permits		0		
16. Prepaid Right of Way Permits	\$ 0			
17. Billable Engineering Charges		610		
18. Prepaid Engineering Fees	\$ 0			
19. Underground Service Attachment Charge		0		
20. Relocation or removal with new capacity		0		
21. Relocation or removal with NO new capacity		1,725		
22. Salvage Credit on Relocation or Removal			0	
23. Miscellaneous Charges/Adjustments		0		
24. Net Other Charges				2,335
25. Total Work Order Charges		\$ 29,402		
26. Idaho Power Co. Contribution & Other Credits			\$ 6,291	
27. Total Customer Payment Due (Line 11 + Line 24)				\$ 23,111

Customer signature is required on Page 2 of this document

Notes: _____

Customer or Project Name:

CITY OF HAILEY PUBLIC WORKS-3PH PRI DIP & URD 3PH/

Design Number:

0000098999

Version:

003

Work Order #:

27388313

Total Customer Payment Due

\$ 23,111

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of sixty (60) days from the date below indicated, subject to changes in information provided by Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission. Customer must make payment of the quoted amount not less than thirty (30) days prior to the start of the construction work set forth above (the "Work"), but Idaho Power does not represent that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Prior to commencement of the Work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives, and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgments and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

____ (Customer Initials) Charges for installation of underground electrical service are not included in this Cost Quote and will be billed to the customer after work has completed

____ (Customer Initials) The customer acknowledges receipt of the reduced charge option brochure/packet, also available at idahopower.com

Customer Signature X _____

Date X _____

IPCo Representative X _____

Quotation Date X _____



Vested Interest Waiver

Idaho Power Co.
Hailey, Idaho
City, State

Re: Idaho Rule H, Overhead and Underground line
Installation Construction Contribution Waiver

To Whom It May Concern:

I, City of Hailey
Customer Name

the vested interest holder in the Line Installation or Line Installation Upgrade that serves the

City of Hailey - Lions Park Load(s) at or near
Name of Project

11 Croy Creek Road
Address, Street or Road

County of Blaine, State of Idaho, located in Section 9

Township 01N Range 18E BM,

hereby notify Idaho Power Company that I waive any and all Additional Applicant refund requirements
by the Idaho Rule H Overhead and Underground line Extensions on the \$ 13,010.00

Construction Contribution paid by me for electric service provider under the Idaho Power Company's

Work Order No. 27388313 to the above load(s).

Customer's Signature

7/15/2013
Date

Title

Idaho Power Company Representative

Date

Title



Unusual Conditions Acknowledgement

Unusual Conditions are construction conditions not normally encountered. These conditions may include, **but are not limited to:** frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging, boring, incomplete customer trench, nonstandard facilities or construction practices, and other than available voltage requirements.

I have read and understand the above definition of Unusual Conditions as set forth in Idaho Power Company's Line Installation tariff, Rule H. I further understand that Idaho Power Company will determine the type and extent of the Unusual Conditions encountered.

Unusual Conditions charged for on the Customer Cost Quote sheet, but not encountered, will be refunded to the Customer by Idaho Power Company after the completion of construction.

Signed: _____
Customer Signature

Date: _____

AGENDA ITEM SUMMARY

DATE: 8/5/13 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve Resolution 2013-59, authorizing contract with Lakeside Industries, Inc. DBA Valley Paving for 2013 alley project milling and paving on a cost-per-square-yard basis at an estimated amount of \$64,843.25.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Requests were sent to three asphalt paving companies for the paving of the remaining alleys in the Downtown Business District. Proposals were received on July 29 from all three companies.

Valley Paving	\$64,843.25
Idaho Sand & Gravel	\$93,500.00
Anderson Asphalt Paving	\$96,132.10

Copies of the Work Scope and bids are attached.

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 2013-59, authorizing contract with Lakeside Industries, Inc. DBA Valley Paving for 2013 alley project milling and paving on a cost-per-square-yard basis at an estimated amount of \$64,843.25.

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)

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

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

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

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

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

Passed this 5th day of AUGUST, 2013.

City of Hailey

Don Keirn, City Council President

ATTEST:

Mary Cone, City Clerk

PROJECT PROPOSAL INFORMATION

Project Title: Hailey Downtown Alley Paving

City of Hailey

115 Main St S, Hailey, ID 83333

788-4221

Project Contacts: Kelly Schwarz, Street Division Manager Kelly.Schwarz@haileycityhall.org

Tom Hellen, Public Works Director tom.hellen@haileycityhall.org

Project Summary

Area 1: Pulverize and pave the following areas (east side of Main Street)

Pulverize alley Walnut to Pine - 300 ft by 13 ft wide / Pave 300 ft by 12 ft wide with 2" Asphalt

Pulverize alley Pine to Elm - 375 ft by 13 ft wide / Pave 375 ft by 12 ft wide with 2" Asphalt

Pulverize alley Elm to Chestnut - 340 ft by 13 ft wide / Pave 340 ft by 12 ft wide with 2" Asphalt

Project Schedule: August 7 to August 15, 2013

Area 2: Pulverize and pave the following areas (west side of Main Street)

Pulverize alley Carbonate to Galena - 360 ft by 13 ft wide / Pave 360 ft by 12 ft wide with 2" Asphalt

Pulverize alley Galena to Silver - 365 ft by 13 ft wide / Pave 365 ft by 12 ft wide with 2" Asphalt

Pulverize alley Silver to Spruce- 370 ft by 13 ft wide / Pave 370 ft by 12 ft wide with 2" Asphalt

Project Schedule: August 26 to September 5, 2013

Area 3: Pulverize and pave the following areas (west side of Main Street)

Pulverize alley Maple to Chestnut - 370 ft by 13 ft wide / Pave 370 ft by 12 ft wide with 2" Asphalt

Pulverize alley Chestnut to Elm - 370 ft by 13 ft wide / Pave 370 ft by 12 ft wide with 2" Asphalt

Pulverize alley Elm to Pine - 370 ft by 13 ft wide / Pave 370 ft by 12 ft wide with 2" Asphalt

Pulverize alley Pine to Walnut - 210 ft by 13 ft wide / Pave 210 ft by 12 ft wide with 2" Asphalt

Project Schedule: September 16 to September 26, 2013

Area 4: Pulverize and pave the following areas (east side of Main Street)

Pulverize existing Asphalt north of Myrtle Street for 130 ft by 15 ft wide area / Pave 130 ft by 15 ft wide

Project Schedule: August 26 to September 5, 2013

Specification for pulverizing of existing recycled asphalt and asphalt

Pulverizing shall be 13 ft. wide by 4 inches deep

Pulverizing in Areas 1, 2 & 3 is of recycled asphalt placed 10 years ago.

Pulverizing of Area 4 is of hot-mix asphalt

A recycle box shall be used on the pulverizer. The intent is to use the existing material as the base course for paving.

Specification for Asphalt paving

Place and compact a 2-inch mat of asphalt 12 ft. wide

Asphalt mix design shall meet 2012 ISPWC Class 1 Mix Design

Contractor shall provide to the City Engineer the job mix formula

Time Frames

In-place pulverizing of each area shall take no longer than 6 hours

Placing and compacting of asphalt for each area shall take no longer than 8 hours

Exact dates of pulverizing and paving within the specified project schedule will be coordinated with Kelly Schwarz, Street Division Manager

Description of Responsibilities

The City of Hailey shall establish lines and grades and compact pulverized material

The City of Hailey shall saw cut and remove asphalt at each connection to city street asphalt

Contractor shall be responsible for tack oil at the street-alley and any other connections to hardscape

Contractor shall in-place pulverize approximately 5,190 square yards of recycled and hot mix asphalt

Contractor shall place and compact approximately 4,795 square yards of 2" hot mix asphalt

Contractor shall bid both pulverizing and asphalt placement

BID FORM

PROJECT IDENTIFICATION:

CITY OF HAILEY
ALLEY PAVING – DOWNTOWN BUSINESS ALLEYS

THIS BID IS SUBMITTED TO:

City of Hailey – City Engineer
115 Main Street South
Hailey, ID 83333

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER to perform all Work as specified or indicated on the attached Project Proposal Documents for the prices and within the times indicated in this Bid.

2.01 The Bid will remain subject to acceptance for 30 days after receipt of the Bid, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

B. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

PROJECT:

ALLEY PAVING – WALNUT ST – CHESTNUT ST

<u>ITEM</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Item Cost</u>
1. Pulverizing (Areas 1, 2 & 3)	SY	4970	<u>\$1.60</u>	<u>\$ 7,952.00</u>
2. Pulverizing (Area 4)	SY	220	<u>\$2.50</u>	<u>\$ 550.00</u>
3. Asphalt Paving	SY	4795	<u>\$11.75</u>	<u>\$ 56,341.25</u>
TOTAL OF ALL PRICES				<u>(\$ 64,843.25)</u>

TOTAL WRITTEN IN WORDS

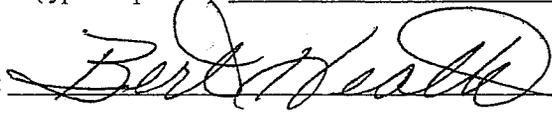
Sixty Four Thousand Eight Hundred and Forty Three dollars and Twenty Five cents
(Lowest Total Price will be considered as the low Bidder)

SUBMITTED on July 29, 2013

Idaho Public Works Contractor License No. PWC-C-12316-U-2.

Expiration Date 7/31/14.

Name (typed or printed): Bert Heath _____

By:  _____ (SEAL)

Business Name: Lakeside Industries, Inc. DBA Valley Paving _____

Business address: P. O. Box 775 Bellevue, Idaho 83313 _____

Phone No.: (208) 788-2284 _____ FAX No.: (208) 788-2195 _____



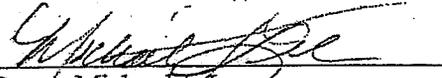
LAKESIDE INDUSTRIES, INC.

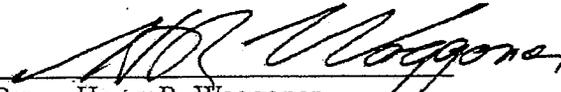
September 17, 2010

To Whom it May Concern:

RE: Lakeside Industries, Inc.
PWC-C-12316-U-2

UNTIL FURTHER NOTICE, this is to certify that Mr. Bert Heath, Manager is authorized to execute Bid, Contract and related documents on behalf of Lakeside Industries, Inc. dba Valley Paving, for any and all projects in Idaho.


By: Michael J. Lee
President


By: Henry R. Waggoner
Secretary-Treasurer

BID FORM

PROJECT IDENTIFICATION:

CITY OF HAILEY
ALLEY PAVING – DOWNTOWN BUSINESS ALLEYS

THIS BID IS SUBMITTED TO:

City of Hailey – City Engineer
115 Main Street South
Hailey, ID 83333

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER to perform all Work as specified or indicated on the attached Project Proposal Documents for the prices and within the times indicated in this Bid.

2.01 The Bid will remain subject to acceptance for 30 days after receipt of the Bid, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

B. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

PROJECT:

ALLEY PAVING – WALNUT ST – CHESTNUT ST

ITEM	Unit	Qty	Unit Cost	Item Cost
1. Pulverizing (Areas 1, 2 & 3)	SY	4970	\$ 2.75	\$ 13,667.50
2. Pulverizing (Area 4)	SY	220	\$ 3.25	\$ 715.00
3. Asphalt Paving	SY	4795	\$ 16.50	\$ 79,117.50
TOTAL OF ALL PRICES				(\$ 93,500.00)

TOTAL WRITTEN IN WORDS

Ninety Three Thousand Five Hundred Dollars.
(Lowest Total Price will be considered as the low Bidder)

SUBMITTED on July, 26, 2013

Idaho Public Works Contractor License No. 11916-12-1-2

Expiration Date 6/30/2014

Name (typed or printed): Larry Couly

By: Larry Couly (SEAL)

Business Name: Staker & Parson Companies
DBA: Idaho Sand & Gravel Co

Business address: 391 E 300 S

Jerome, ID. 83338

Phone No.: 208-324-5100 FAX No.: 208-324-5111



ANDERSON ASPHALT PAVING P.O. BOX 759 HAILEY, ID 83333	Phone: (208) 788-4728 Fax: (208) 788-5166 10827 State Hwy. 75, South of Bellevue, ID
---	--



To: CITY OF HAILEY	From: LARRY ANDERSON
Fax:	Pages: 3
Phone:	Date: 7-29-13
Re:	CC:

Urgent
 For Review
 Please Comment
 Please Reply

PLEASE SEE OUR BID FOR THE ALLEY PAVING

THANK YOU

BID FORM

PROJECT IDENTIFICATION:

**CITY OF HAILEY
 ALLEY PAVING - DOWNTOWN BUSINESS ALLEYS**

THIS BID IS SUBMITTED TO:

City of Hailey - City Engineer
 115 Main Street South
 Hailey, ID 83333

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER to perform all Work as specified or indicated on the attached Project Proposal Documents for the prices and within the times indicated in this Bid.

2.01 The Bid will remain subject to acceptance for 30 days after receipt of the Bid, or for such longer period of time that Bidder may agree to in writing upon request of Owner

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

B. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s).

PROJECT:

ALLEY PAVING - WALNUT ST -- CHESTNUT ST

ITEM	Unit	Qty	Unit Cost	Item Cost
1. Pulverizing (Areas 1, 2 & 3)	SY	4970	3.09	\$ 15,357.30
2. Pulverizing (Area 4)	SY	220	3.61	\$ 794.20
3. Asphalt Paving	SY	4795	16.68	\$ 79,980.60
TOTAL OF ALL PRICES				(\$ 96,132.10)

TOTAL WRITTEN IN WORDS

NINETY SIX THOUSAND ONE HUNDRED THIRTY TWO DOLLARS & 10/100
 (Lowest Total Price will be considered as the low Bidder)

SUBMITTED on JULY 29TH, 2013

Utah Public Works Contractor License No. PWC-C-10241-B-4

Expiration Date 4-30-2014

Name (typed or printed): LARRY D ANDERSON

By: *Larry D Anderson* (SEAL)

Business Name: ANDERSON ASPHALT PAVING, INC.

Business address: PO BOX 759 HAILEY ID 83333

Phone No.: 788-4728 FAX No.: 788-5166

00300-2

AGENDA ITEM SUMMARY

DATE: 8/5/13 DEPARTMENT: PW – Parks/Water DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve Resolution 2013-57, authorizing the Council President to sign a contract with Hiddleston Drilling & Pump Co. for well drilling at Lions Park.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

As part of ongoing efforts to use surface water rights efficiently city staff has had plans prepared by SPF Water Engineering for the transfer of water rights and drilling two wells, at Lions and Heagle Parks, to use the transferred water rights and lessen Park Department irrigation expenses. This agenda item was withdrawn from the 7/15/13 Consent Agenda awaiting the final permit from IDWR which was received on July 26.

Well drilling specifications were sent to four well drilling companies. Two companies responded with the low proposal from Hiddleston Drilling and Pump Co. for \$81,433.87 for Lions Park. The second bidder was at approximately \$88,000.

Funds for this project are from the Water Division Budget.

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 2013-57, authorizing the Council President to sign a contract with Hiddleston Drilling & Pump Co. for well drilling at Lions Park.

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. 2013-57

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION OF A
CONTRACT FOR DRILLING A WELL IN LIONS PARK WITH
HIDDLESTON DRILLING & PUMP CO.**

WHEREAS, the City of Hailey desires to enter into an agreement with Hiddleston Drilling & Pump Co. for the drilling of a well in Lions Park;

WHEREAS, the City of Hailey and Hiddleston Drilling & Pump Co. have agreed to the terms and conditions of the Agreement for Lions Park, copy of which is attached hereto,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Agreement between the City of Hailey and Hiddleston Drilling & Pump Co. and that the Mayor is authorized to execute the attached Agreements,

Passed this 5th day of August, 2013.

City of Hailey

Don Keim, City Council President

ATTEST:

Mary Cone, City Clerk

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between the City of Hailey (hereinafter called OWNER) and
Hiddleston Drilling and Pump Co. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish and install a Well and Pump System at Lions/Hop Porter Parks

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**City of Hailey
Well and Pump System at Lions/Hop Porter Parks
Hailey, Idaho**

ARTICLE 3 - ENGINEER

3.01 The Project Engineer is the Hailey City Engineer who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before September 13, 2013, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before September 30, 2013.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$250.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by

OWNER, CONTRACTOR shall pay OWNER \$250.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A:

1. Furnish and Install a Well and Pump System at Lions/Hop Porter Parks at the locations indicated on the construction drawings.

**BID SCHEDULE OF ITEMS AND PRICES
LIONS PARK IRRIGATION WELL**

The Bidder proposes the following schedule of prices for drilling, construction, development, and testing of one well, including a complete well pumping system, for the City of Hailey in accordance with the specifications. The quantities of work or material stated in unit price items of the bid are supplied only to give an indication of the general scope of the work. Payment for materials and labor will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for unit price items. Unit prices shall include all costs, including applicable taxes.

Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization and demobilization	1	lump sum	\$ 10,200.00	\$ 10,200.00
2	Drill nominal 16-inch borehole, and furnish, install, and remove 16-inch temporary casing as needed	50	linear foot	\$ 295.25	\$ 14,762.50
3	Furnish and install 10-inch casing	27	linear foot	\$ 46.25	\$ 1,248.75
4	Furnish and install 10-inch stainless steel well screen	25	linear foot	\$ 255.28	\$ 6,382.00
5	Furnish and install sand filter pack	25	cubic foot	\$ 24.15	\$ 603.75
6	Furnish and install gravel filter pack	25	cubic foot	\$ 22.48	\$ 562.00
7	Furnish and install annular well seal	1	lump sum	\$ 1,000.00	\$ 1,000.00
8	Well development	8	per hour	\$ 350.00	\$ 2,800.00
9	Furnish, install, and remove test pump and related equipment	1	lump sum	\$ 560.00	\$ 560.00
10	Test pumping	8	per hour	\$ 171.25	\$ 1,370.00

Lions Park Irrigation Well
SPF Water Engineering - May 9, 2013

Bid Schedule Of Items And Prices
Page 1

11	Rig time	2	per hour	\$ 350.00	\$ 700.00
12	Pump System Complete	1	lump sum	\$ 41,244.87	\$ 41,244.87
BID TOTAL				\$ 81,433.87	

Submitted by:

Mark S. Middleston Signature

Secretary Title

Middleston & Son, Inc. Company

1240 NW Beaman St, Mountain Home, ID 83647 Address

PWC-C-12249-B-4 Idaho Public Works License
208-587-9055 Telephone Number

TOTAL OF ALL ESTIMATED PRICES

\$81,433 and 87/100

Eighty-One Thousand Four Hundred and Thirty-Three and 87/100 dollars

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 95% of Work completed (with the balance being retainage); and
- b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at Substantial Completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER's sole discretion, reduce the amount of retainage being held.

6.03 *Prompt Payment*

A. The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the Department. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.

The Contractor shall certify with each estimate payment that payment to Subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the Department, and returned within 20 calendar days of receiving the estimate payment.

These requirements shall also apply to first or lower tier subcontractors.

6.04 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. Contractor acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. The CONTRACTOR and their Subcontractors are appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

K. The CONTRACTOR will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f), Idaho Code.

ARTICLE 8 - CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive);
2. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached)
3. Standard Specifications and Standard Drawings – City of Hailey (not attached);
4. Plans and Technical Specifications prepared by SPF Water Engineering (not attached);
6. Exhibits to this Agreement (enumerated as follows):

- a. Notice to Proceed;
- b. CONTRACTOR's Bid Form;

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

A. In an effort to resolve any conflicts that arise during the design or construction of the Work or following the completion of the Work, Owner and Contractor agree that all disputes between them arising out of or relating to the Contract Documents or breach thereof shall be submitted to non-binding mediation, as a condition precedent to litigation, unless the parties mutually agree otherwise. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Blaine County, Idaho, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Owner and Contractor further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Work, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

B. Attorney's Fees: In the event any suit or legal action is brought by either party against the other, the prevailing party shall be entitled to recover in such action or proceeding all reasonable attorney's fees, expenses, and costs incurred, including, without limitation, such fees, expenses, and costs on appeal and/or bankruptcy proceeding.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

NOTE TO USER

- 1. See I-21 and correlate procedures for format and signing between the two documents.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Hailey _____



By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

License No. _____

(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: Thomas Hellen

Name: _____

Title: Public Works Director/City Engineer

Title: _____

Address: 115 Main St S

Address: _____

Hailey, ID 83333

Phone: 208-788-9830 Ext 14

Phone: _____

Facsimile: 208-788-2924

Facsimile: _____

AGENDA ITEM SUMMARY

8/5/13

DATE: ~~07/22/2013~~

DEPARTMENT: Library

DEPT. HEAD SIGNATURE: LG

SUBJECT

Motion to authorize the implementation of a new senior nonresident fee at Hailey Public Library. w/ Resolution

2013-60

AUTHORITY: 1D Code IAR _____ City Ordinance/Code _____

BACKGROUND:

The Library Board made and approved a motion at the regular July 2013 board meeting to implement a new senior nonresident fee. Residents 62 years of age and older would be asked to pay \$20 per person for a nonresident card.

Current policy states:

To obtain a nonresident card, photo identification and a current mailing address must be presented before the library borrower's card is issued. Nonresident fees will be \$50.00 for one year, \$27.50 for six months, and \$15.00 for three months. Payment of nonresident fee by an individual allows all persons in that individual's household to obtain a library borrower's card.

Revised policy would include:

An individual card is available to all non-residents 62 years and older at a discounted senior rate of \$20.00 per year. Photo identification and a current mailing address must be presented at the time the borrower's card is issued.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # 1000032257
(Library Fines and Memberships)

The Hailey Public Library will see an increase in fees as this service has not been provided previously.

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 authorize the implementation of a new senior nonresident card for individuals 62 and older at a rate of \$20 per person per year. with Resolution 2013-60.

FOLLOW UP NOTES:

RESOLUTION NO. 2013 - 60

A RESOLUTION OF THE HAILEY CITY COUNCIL, ESTABLISHING A SENIOR NONRESIDENT FEE FOR A LIBRARY CARD, AT THE HAILEY PUBLIC LIBRARY.

WHEREAS, the Hailey Public Library Board has the authority manage the affairs of the Hailey Public Library pursuant to Municipal Code Section 2.16.020;

WHEREAS, the Hailey Public Library Board wishes to enact a fee for issuing nonresident library cards. Current policy states that all nonresidents must pay a fee of \$50 annually, there is no accommodation for fixed income senior citizens. Adoption of this fee is essentially reducing the rate which senior nonresidents are paying for annual library cards.

WHEREAS, the Hailey Public Library seeks to cover its direct costs for services,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho that a \$20 (twenty dollar) fee shall be collected when the Hailey Public Library issues a nonresident card to a senior 62 years or older of a library card.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THE 5th DAY OF AUGUST, 2013 AND EFFECTIVE THIS SAME DAY.

Don Keirn, Council President

ATTEST:

Mary Cone, City Clerk