

AGENDA ITEM SUMMARY

DATE: 08/09/2010 **DEPARTMENT:** Public Works **DEPT. HEAD SIGNATURE:** Jim Z.

SUBJECT: Rodeo Grounds Site Utilities - Change order No. 1

Motion to approve Change Order No. 1 for the contract with Extreme Excavation, Inc. to provide for design changes due to underground conditions exposed by excavation and minor changes requested by City of Hailey Wastewater and Water Department Heads for the amount of \$8,025 and authorize the mayor to sign. Change Order No. 1 does not effect the contract time.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Proposed Changes:

Add five sets of pipe bollards at proposed fire hydrants, add one 8" gate valve, delete one 8x6 reducer, change from mechanical restraints to thrust blocks on ductile iron fittings, change from thrust blocks to only mechanical restraints on fire hydrants, add three 6" hot taps, realign watermain locations to avoid conflicts exposed by utility locates and excavation.

Reasons for Changes: Section of proposed water mains were realigned to avoid conflicts exposed by excavation and utility locates. The contractor exposed concrete encasement of the water main while excavating where the plans proposed a tie into the existing system. In another area, utility locations not shown on the plans caused slight changes to proposed watermain locations to avoid utility conflicts. The proposed water main through the ball fields was relocated to better avoid infrastructure in the dugout area of the back stop. Erroneously shown watermains and water service locations were removed or corrected on the plans per Water Dept. comments.

Two gate valves were added to improve water system operation and isolation capabilities. One gate valve and one reducer were removed because they were redundant and not necessary. The valve locations as shown on the plans issued for construction were optimized and relocated in several locations, improving isolation and constructability. Numerous corrections to fitting sizes were also changed on the plans for contractor clarification.

The city water department has requested a deviation from the published Hailey Standards that mechanical pipe restraints be used on fire hydrants instead of concrete thrust blocks to allow for easier relocation and service of hydrants. Corrections were made to the plans issued for construction which erroneously had the mechanical restraints on the iron watermain fittings (Tees, angles, elbows, and reducers) and concrete thrust blocks on the fire hydrants.

Ties into the existing system were changed to hot taps in all possible locations to minimize the disruption of water service and the possibilities of system contamination per Water Dept. requests.

Two concrete filled pipe bollards were added to each fire hydrant location to protect fire hydrants per Water Dept. requests.

Cost \$8,025. No change in contract time.

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)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Change Order No. 1 and authorize the mayor to sign.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

*Additional/Exceptional Originals to: _____

Copies (all info.):

Copies (AIS only)

Instrument # _____

Draft 12-30-03

CHANGE ORDER

No. 1

DATE OF ISSUANCE 7/30/2010

EFFECTIVE DATE 7/30/2010

OWNER City of Hailey

CONTRACTOR Extreme Excavation, Inc.

Contract: Rodeo Grounds Utility Installation

Project: Rodeo Grounds

OWNER's Contract No. _____

ENGINEER's Contract No. _____

ENGINEER Tom Hellen

You are directed to make the following changes in the Contract Documents:

Description: Add five sets of pipe bollards at proposed fire hydrants, add one 8" gate valves, delete one 8x6 reducer, change from mechanical restraints to thrust blocks on ductile iron fittings, change from thrust blocks to only mechanical restraints on fire hydrants, add three 6" hot taps, realign watermain locations to avoid conflicts exposed by utility locates and excavation.

Reason for Change Order: Avoid conflicts exposed by excavation and utility locates, improve system isolation capacity. Change thrust blocks, mechanical restraints, and add hot taps per water department requests. Add pipe bollards to protect fire hydrants.

Attachments: (List documents supporting change) Sewer and Water Layout plan Rev. 2, Estimate #330 and #331.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>89,442</u>
Net Increase (Decrease) from previous Change Orders No. <u>x</u> to <u>x</u> : \$ <u>0</u>
Contract Price prior to this Change Order: \$ <u>0</u>
Net increase (decrease) of this Change Order: \$ <u>8,025.00</u>
Contract Price with all approved Change Orders: \$ <u>97,467</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>August 20, 2010</u> Ready for final payment: <u>September 1, 2010</u> (days or dates)
Net change from previous Change Orders No. <u>x</u> to No. <u>x</u> : Substantial Completion: <u>no change</u> Ready for final payment: <u>no change</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>August 20, 2010</u> Ready for final payment: <u>September 1, 2010</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>no change</u> Ready for final payment: <u>no change</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>August 20, 2010</u> Ready for final payment: <u>September 1, 2010</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____ By: _____
ENGINEER (Authorized Signature) OWNER (Authorized Signature)

By: [Signature] V.P. / sec.
CONTRACTOR (Authorized Signature)

Date: _____ Date: _____

Date: Aug. 2, 2010



Extreme Excavation Inc.

36 N. Hwy 75

P.O. Box 235

Shoshone, ID 83352

544-ROCK (7625)

Estimate

Date	Estimate #
7/23/2010	330

Name / Address
City of Hailey 115 South Main Street Hailey ID 83333

Project
Rodeo park Change ...

Item	Description	Qty	Unit	Cost	Total
2830	Install Pipe Bollards at Hydrants. 2 per each hydrant.	5	ea	450.00	2,250.00
2510	Install Thrust blocks on all fittings other than hydrants	13	ea	160.00	2,080.00
2510	Change from cut in "T"s to Tapping saddles for connecting to mainline. Includes hot tapping and credit back for "T"s called out on plans. Notes: Item #1 Installation of possible extra valves assuming the installation occurs during constructing of the water line. 8" inch valves \$1,200.00 each 6" inch valves \$925.00 each. Item #2 Installation of bell restraints to replace thrust blocks. 6" inch \$85.00 each 8" inch \$125.00 each	3	ea	865.00	2,595.00

Total	\$6,925.00
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Acceptance of Estimate. Extreme Excavation is authorized to do the work as specified.

Signature _____

Estimate valid for 30 days. Finance charges added for accounts over 30 days past due.



Extreme Excavation Inc.
 36 N. Hwy 75
 P.O. Box 235
 Shoshone, ID 83352
 544-ROCK (7625)

Estimate

Date	Estimate #
7/28/2010	331

Name / Address
City of Hailey 115 South Main Street Hailey ID 83333

Project
C. O. #2

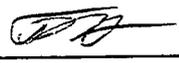
Item	Description	Qty	Unit	Cost	Total
2510	Realign 8 inch line on northeast corner of rodeo grounds: Includes Equipment and Labor, saw cut asphalt, 20' additional pipe, thrust blocks, bedding, fittings, and accessory packs.	1	ls	2,728.00	2,728.00
2510	Install additional 8 inch valves	1	ea	1,200.00	1,200.00
2510	Deduct for thrust blocks on hydrants	10	ea	-160.00	-1,600.00
2510	Deduct for restraints on all fittings other than hydrants	24	ea	-47.00	-1,128.00
2510	Deduct for 8" X 6" reducer and 2- MJ packs	1	ea	-100.00	-100.00
Total					\$1,100.00

Acceptance of Estimate. Extreme Excavation is authorized to do the work as specified.

Signature _____

Estimate valid for 30 days. Finance charges added for accounts over 30 days past due.

AGENDA ITEM SUMMARY

DATE: 8/9/10 DEPARTMENT: PW - WW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve contract for Roberts Electric for \$176,122 and authorize the mayor to sign

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The council awarded this contract at the 7/26 meeting. The City Attorney has approved the contract language.

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

**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 Roberts Electric Inc. (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:

Furnishing of materials and equipment necessary to install a 24.4 kW Photovoltaic system and intertie to the Wastewater Treatment Plant electrical system. This work includes operational tests for this system before the City of Hailey will accept the work as complete.

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:

The City of Hailey Wastewater Treatment Plant Energy Efficiency and Conservation Block Grant Project.

ARTICLE 3 - ENGINEER

3.01 The Project Engineer is Tom Hellen, 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. Time is of the essence in the performance of this Agreement, including compliance with all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before November 8, 2010, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before November 30, 2010.

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 One hundred seventy six thousand one hundred twenty two and no/100 dollars (\$176,122.00). All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

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 25th 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 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. 90% of Work completed (with the balance being retainage); and
- b. 90% 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 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 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 8% per annum.

ARTICLE 8 - 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 Bidding 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 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.

E. 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.

F. 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.

G. 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.

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

I. The CONTRACTOR is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

J. 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 9 - CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive);
2. Performance Bond issued to OWNER in the amount of One hundred seventy six thousand one hundred twenty two and no/100 dollars (\$176,122.00);
3. Payment Bond issued to OWNER in the amount of One hundred seventy six thousand one hundred twenty two and no/100 dollars (\$176,122.00);
4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached)
5. Supplementary Conditions (pages 1 to 6 , inclusive);

6. City of Hailey WWTP Photovoltaic Project Manual (pages 1 to 6, inclusive);
 7. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (not attached)
 - b. CONTRACTOR's Bid Documents in entirety (not attached);
 8. 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 10 - 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 *Attorney Fees*

A. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

10.06 *Warranty*

A. CONTRACTOR shall and does hereby warrant and guarantee that for a period of two (2) years from the date of Substantial Completion of the Work, all materials and equipment necessary to install a 24.4 kW Photovoltaic system and all workmanship performed under this Agreement shall be free from faults. The term "faults" shall mean defective materials, substandard workmanship, and deviations from the plans or specifications made without the authorization or approval of OWNER or OWNER'S agents. CONTRACTOR shall have the exclusive right to repair all faults discovered during the warranty period. All such faults shall be corrected at no expense to the OWNER.

10.07 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.

This Agreement will be effective on the ___ day of August, 2010 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____
Richard L. Davis, Mayor

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: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

Mary Cone

From: Becky Stokes
Sent: Tuesday, July 27, 2010 10:07 AM
To: Mary Cone
Subject: FW: Bond Sale

From: Heringer, Eric [mailto:eheringer@snwsc.com]
Sent: Tuesday, July 27, 2010 10:06 AM
To: Heather Dawson; Becky Stokes
Cc: Keith, Michael
Subject: Bond Sale

Heather and Becky -

Congrats on great results for the bond sale and thank you for the opportunity to work with the City of Hailey. I was just going through my file to review items for closing and I noticed that I didn't have a signed Financial Advisor Contract. Is it possible for you to send (or email) a signed copy of the contract for our file. We typically have to deliver these to our auditors.

Thanks.

Eric

Eric Heringer
Senior Vice President
Seattle-Northwest Securities Corporation
Ph: (208) 344-8561
Fx: (208) 345-9952
Web: www.seattlenorthwest.com

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CONSULTING AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This Consulting Agreement (the "Agreement") between SEATTLE-NORTHWEST SECURITIES CORPORATION ("SNWSC") and the CITY OF HAILEY, IDAHO (the "Client") is entered into and effective as of _____ (the "Effective Date").

Section 1. The Client agrees to engage SNWSC and SNWSC agrees to provide the services described herein as financial advisor to the Client.

Section 2. Services. SNWSC shall provide the Scope of Services as described in Exhibit A (attached) pursuant to the terms and conditions contained in this Agreement.

Section 3. Compensation. The Client shall pay SNWSC for the Services provided in the amounts and under the terms as described in Exhibit B (attached). In addition to SNWSC fee, the Client shall reimburse SNWSC for all reasonable expenses incurred in the provision of Services.

Section 4. Term. The term of this Agreement, subject to cancellation as set forth in Section 7, shall be from the Effective Date through September 30, 2010. This Agreement may be renewed for an additional period with the written consent of the Client and SNWSC.

Section 5. Standard of Performance. SNWSC shall perform the services diligently and in conformity with generally accepted professional standards prevailing at the time the work is performed.

Section 6. Confidentiality. SNWSC agrees not to disclose any data submitted to it by the Client or obtained without the prior approval of the Client, provided, however, that SNWSC shall not be required to keep confidential any information that is publicly available from other sources or required to be disclosed to governmental authorities. SNWSC shall not release any information concerning the Services or the Client without the Client's prior approval.

Section 7. Cancellation. This Agreement may be terminated for any reason upon thirty (30) days written notice to the other party. In the event of cancellation, the Client will pay SNWSC for the Services performed in accordance with this Agreement through the cancellation date and will reimburse SNWSC for expenses incurred through the date of cancellation.

Section 8. Modifications. The Services provided under this Agreement may be modified through the mutual consent of the Client and SNWSC. All modifications shall be incorporated by written amendments to this Agreement.

Section 9. Independent Contractor. As an independent contractor, SNWSC will provide the personnel required to perform services under this Agreement. Such persons shall not be eligible for any benefits which the Client may provide its employees, except as expressly provided for in this Agreement.

Section 10. Compliance with Laws. SNWSC shall comply with all applicable federal, State of Idaho, and local laws, rules and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the Services.

Section 11. Choice of Laws. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

Section 12. Non-Waiver. The waiver by either party of any breach of any term, covenant or condition contained in this Agreement, or any default in their performance of any obligations under this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

Section 13. Integration. This Agreement by and between the Client and SNWSC dated _____ contains the entire agreement and understanding between the parties as to the subject matter of this Agreement. This Agreement supersedes entirely all prior or contemporaneous agreements, commitments, representation, writings and discussions between SNWSC and the Client, whether oral or written.

Section 14. Successors and Assigns. The Client and SNWSC bind themselves, their successors, assigns and legal representatives. SNWSC shall not assign or transfer any interest in this Agreement without the Client's prior written consent, which consent shall be withheld in the Client's sole discretion.

CITY OF HAILEY

SEATTLE-NORTHWEST
SECURITIES CORPORATION



By _____

By _____

(Print name)

Eric Hering (Print Name)

(Title)

Senior Vice President (Title)

Date: _____, 2010

Date: July 7, 2010

Client Address:

City of Hailey
115 Main Street S.
Hailey, Idaho 83333

Seattle-Northwest Securities Corp.
101 South Capitol Blvd., Ste 603
Boise, Idaho 83702

Exhibit A Scope of Services

As requested from time to time by the Client, SNWSC will provide the following financial advisory services.

A. Planning and Structuring

- Provide alternatives for structuring the Client 's debt, including tax rate analyses and debt service fund cash flow analyses;
- Quantify the effect of proposed financing plan options on tax rates, revenues to the Capital Projects Fund, arbitrage rebate management, and Debt Service Fund cash flows;
- Provide the City Council and the Client's staff and other interested parties with the information needed to develop and carry out the financing plan;
- Attend meetings of the City Council and other meetings in person as requested;
- Provide final debt service schedules after each bond sale and updated tax rate projections as required; and

B. Rating

- Provide bond rating analyses that look at key indicators in light of national and state-wide norms in order to evaluate potential for upgrades or downgrades;
- Prepare and submit the information the rating agencies require in order to assign a rating;
- Work with the Client in developing a rating presentation, creating a presentation booklet, and participate in any rating presentation; and
- Evaluate the costs and benefits of bond insurance and obtain quotes if needed.

C. Marketing and Conducting Bond Sale

- Work with bond counsel to develop legal documents;
- Prepare and distribute the Preliminary and Final Official Statements and engage in additional marketing efforts to stimulate demand for the Client's bonds;
- Recommend specific financial covenants, terms, and provisions to accompany each bond issue, including maturity schedules, timing of sales, call provisions, and related matters;

D. Conduct Competitive Bid Bond Sale:

- Assist in distributing documents to potential bidders and preparing the issue for competitive bidding including:
 - Distributing notice of sale to potential bidders,
 - Making provisions for use of electronic bidding platform,
 - Coordinating the good faith deposit by winning bidder to the Client;
- Respond to inquiries from prospective bidders;

- Attend bid openings for competitive bond sales and review each bid for compliance with the bidding requirements, check all figures, determine the true interest cost (or other computation as requested by the Client) of each bid, and make recommendations to the Client to accept or reject bids;
- Work with bond counsel, successful bidder and others to close the bond sale.

Exhibit B

Fees and Expenses

A. Financial Advisory Fee.

The Financial Advisory fee paid to SNWSC at closing of the bond sale will be \$18,000 per bond sale.

B. Travel Expenses.

Travel expenses of SNWSC representative will be reimbursed in an amount not to exceed \$500. Travel expenses will be itemized and will not include travel time.

C. Reimbursable Expenses.

SNWSC will be reimbursed for any financing costs paid directly by SNWSC associated with the bond sale which may include: 1) printing and distribution of the Preliminary and Final Official Statement through OS-Ideal; 2) Parity electronic bidding platform; 3) CUSIP fees; and 4) any other costs of third party vendors required to complete the bond sale. SNWSC will provide copies of any invoices related to reimbursable expenses.

AGENDA ITEM SUMMARY

DATE: 08/04/2010 **DEPARTMENT:** Library **DEPT. HEAD SIGNATURE:** LeAnn Gelskey

SUBJECT:

Community Preparedness Day grant sponsored by the National Network of Libraries of Medicine

AUTHORITY: ID Code IAR _____ City Ordinance/Code _____

BACKGROUND:

The purpose of the Community Preparedness Day Award is to assist libraries in becoming active partners in the community's emergency preparedness, response and recovery planning activities. Participation in Community Preparedness Day projects will help make libraries part of a nationwide effort to encourage Americans to take simple steps to prepare for emergencies in their homes, businesses and schools.

A "mini-fair" will be held at the library in conjunction with community partners to educate and train our citizens concerning emergency preparedness.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # 1004541549 (Special Projects/Grants) YTD Line Item Balance \$ _____

The award is \$5,000 and would be used to purchase materials for display kits, information including printing and publishing of materials and other ideas to be determined at a later time. Any additional funding could be used to offset personnel costs.

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 Hailey Public Library to submit the grant application to the National Network of Libraries of Medicine (which is due by August 20, 2010). Ratification will be requested at the next council meeting.

FOLLOW UP NOTES:

AGENDA ITEM SUMMARY

DATE: 08/04/2010 **DEPARTMENT:** Admin/Public Works

DH SIGNATURE:

SUBJECT:

U.S. Department of Transportation
Transportation Investment Generating Economic Recovery II (TIGER II) Grant Program
Grant Application for the *Woodside Boulevard Complete Streets Initiative*

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The grant team is preparing an application to the US Dept. of Transportation to make transportation system improvements on Woodside Boulevard. The improvements, which would be carried out using Complete Streets criteria, involve resurfacing the 35-year-old 2.44 mile street, adding sidewalks, bike lanes, bus shelters and bike parking, installing a roundabout at the intersection of Woodside Boulevard and Fox Acres Road, and installing a signal at the south terminus of Woodside Boulevard at State Highway 75.

The project will enhance connectivity, improve safety and benefit a large number of Hailey residents. Project supporters include Mountain Rides, the Blaine County School District, the Idaho Transportation Department, Blaine County, the College of Southern Idaho, and La Alianza.

The preliminary budget is \$2,600,000 requested in grant funding and \$600,000 from the capital projects budget, for a total project budget of \$3,200,000.

Due to scheduling constraints, the grant team is seeking a pre-approval to submit the grant application online through grants.gov. The application is due on August 23, so the final application will be available in the August 23 council packet for ratification.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ 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:

Approve request to authorize and submit application through grants.gov.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

AGENDA ITEM SUMMARY

DATE: 08/04/2010 **DEPARTMENT:** Admin/Public Works

DH SIGNATURE:

SUBJECT:

U.S. Department of Transportation
Transportation Investment Generating Economic Recovery II (TIGER II) Grant Program
Grant Application for the *Woodside Boulevard Complete Streets Initiative*

Federal Wage Rate Certification

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The grant team is preparing an application to the US Dept. of Transportation to make transportation system improvements on Woodside Boulevard. The improvements, which would be carried out using Complete Streets criteria, involve resurfacing the 35-year-old 2.44 mile street, adding sidewalks, bike lanes, bus shelters and bike parking, installing a roundabout at the intersection of Woodside Boulevard and Fox Acres Road, and installing a signal at the south terminus of Woodside Boulevard at State Highway 75.

The application requires a signed certification that the city will comply with subchapter IV, chapter 31, title 40 of the United States Code, which is the Davis-Bacon Act. The city has complied with this requirement in the past and is currently required to adhere to the Davis-Bacon Act on the energy improvement projects at the Woodside Wastewater Treatment Plant.

The grant team requests authorization for Mayor Davis to sign the attached Federal Wage Rate Certification. The certification will be included with the TIGER II grant application.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

____ City Attorney	____ 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:

Approve request to authorize Mayor Davis to sign the Federal Wage Rate Certification.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

Federal Wage Rate Requirement Certification

Pursuant to Title 40, Chapter 31, Subchapter IV of the United States Code, I hereby certify that with the award of TIGER II grant funding and utilization of federal funds for construction, the City of Hailey will ensure compliance with the federal wage rate requirements on all components of the Woodside Boulevard Complete Streets Initiative.

Rick Davis, Mayor

Date

Mary Cone, City Clerk

Date