AGENDA ITEM SUMMARY

DATE: 08/5/2013      DEPT.: Legislative/Administration      DEPT. HEAD SIGNATURE: HD

SUBJECT: Motion to ratify Mayor’s letter of support for Friedman Memorial Airport (SUN) 2013 Small Community Air Service Development Grant, dated July 18, 2013

AUTHORITY: □ ID Code □ IAR □ City Ordinance

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Friedman Memorial Airport requested a support letter for a grant application. See attached.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<table>
<thead>
<tr>
<th>City Attorney</th>
<th>Clerk / Finance Director</th>
<th>Engineer</th>
<th>Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library</td>
<td>Planning</td>
<td>Fire Dept.</td>
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<tr>
<td>Safety Committee</td>
<td>P &amp; Z Commission</td>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>Streets</td>
<td>Public Works, Parks</td>
<td>Mayor</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to ratify Mayor’s letter of support for Friedman Memorial Airport (SUN) 2013 Small Community Air Service Development Grant, dated July 18, 2013

ACTION OF THE CITY COUNCIL:
Date
City Clerk

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: □ Additional/Exceptional Originals to: □ Copies (all info.): □ Copies
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 524K 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 (IFAPPLICABLE)

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: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date

City Clerk

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record  *Additional/Exceptional Originals to: __________________  
Copies (all info.): Copies (AIS only)
Instrument #
Governmental Master Lease Agreement

Lease No: 1

Customer Name: [Customer Name]
Customer Address: [Customer Address]

Leasser: DEER FEDERAL CREDIT UNION
6400 NW 66TH ST, OPA-LOCKA, FL 33054

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 Start Date and end on the Lease End Date of the Equipment is returned to us in good condition and is not subject to Environmental Liens. Payments are due on the first day of the month following the due date, even if you have made a payment to us, and are payable in advance. If the Equipment is returned to us after the lease term has ended, you must make arrangements to have the lease term extended or renewed or to return the Equipment. All payments are due in advance, except for the final payment, which is due upon return of the Equipment.

2. Security Deposit: If the Equipment is returned to us in good condition and is not subject to Environmental Liens, your Security Deposit will be returned to you within ten days of the return of the Equipment.

3. Taxes: In addition to the amount due under the Lease, you will be responsible for all state, local, and federal taxes and fees imposed on the Use of the Equipment.

4. Equipment Maintenance: You will maintain the Equipment in good repair and keep it in a clean and proper condition. You will not make any modifications or alterations to the Equipment that are not approved in writing by us.

5. Insurance: You will maintain insurance coverage for the Equipment during the lease term. The insurance must be in force for the entire lease term and must be renewed at least 30 days before the expiration date.

6. Notice of Termination: You may terminate the lease at any time by providing us with a written notice of termination, which must be delivered to us at least 30 days prior to the date of termination.

7. Loss or Damage: If the Equipment is lost, stolen, or damaged, you must promptly notify us and provide us with all necessary information.

8. Early Termination: If you terminate the lease early, you must pay all remaining payments for the entire lease term, plus a termination fee equal to the lesser of 50% of the remaining lease payments or the fair market value of the Equipment.

9. Environmental Liens: You agree to indemnify us and hold us harmless from any and all claims, losses, damages, or expenses arising from Environmental Liens.

10. Governing Law: This Agreement and all related documents are governed by the laws of the State of Florida.

App eIDs:

- 12 -
- 4 -
9. Return of Equipment:

(1) You must return the Equipment to us at your expense at the end of the Lease. You must return the Equipment in a safe and marketable condition and pay for any repairs needed to make it safe and marketable. You may be charged if you do not return the Equipment in the same condition as when you received it, except for normal wear and tear.

(2) You must pay for any repairs needed to make the Equipment safe and marketable. You may be charged if you do not return the Equipment in the same condition as when you received it, except for normal wear and tear.

(3) You must pay for any taxes, fees, or penalties associated with the return of the Equipment.

(4) You must pay for any insurance premiums or other fees associated with the return of the Equipment.

(5) You must pay for any damages to the Equipment.

(6) You must pay for any lost or missing Equipment.

(7) You must pay for any storage fees associated with the return of the Equipment.

(8) You must pay for any maintenance fees associated with the return of the Equipment.

10. Default:

(1) If you fail to make a Lease Payment when due, you will be in default.

(2) If you fail to make a lease payment when due, we have the right to take action to recover the Equipment and may take the following steps:

a. We may repossess the Equipment without notice and return it to you at your expense.

b. We may sell the Equipment at public or private sale and apply the proceeds to the outstanding balance due under the Lease.

(3) If you default on your obligations under the Lease, we have the right to take action to recover the Equipment and may take the following steps:

a. We may repossess the Equipment without notice and return it to you at your expense.

b. We may sell the Equipment at public or private sale and apply the proceeds to the outstanding balance due under the Lease.

11. Remedies:

(1) If you default on your obligations under the Lease, we have the right to take action to recover the Equipment and may take the following steps:

a. We may repossess the Equipment without notice and return it to you at your expense.

b. We may sell the Equipment at public or private sale and apply the proceeds to the outstanding balance due under the Lease.

(2) If you default on your obligations under the Lease, we have the right to take action to recover the Equipment and may take the following steps:

a. We may repossess the Equipment without notice and return it to you at your expense.

b. We may sell the Equipment at public or private sale and apply the proceeds to the outstanding balance due under the Lease.

(3) If you default on your obligations under the Lease, we have the right to take action to recover the Equipment and may take the following steps:

a. We may repossess the Equipment without notice and return it to you at your expense.

b. We may sell the Equipment at public or private sale and apply the proceeds to the outstanding balance due under the Lease.
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
X 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 ________________________________
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Est Amt</th>
<th>Qty</th>
<th>Rate</th>
<th>Total %</th>
<th>Amount</th>
</tr>
</thead>
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<tr>
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<td>stripping, grubbing</td>
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</table>

**Total** $92,991.50

**Payments/Credits** $0.00

**Balance Due** $92,991.50
Earthworks, LLC
P.O. Box 41
Ketchum, ID 83340

<table>
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<th>Item</th>
<th>Description</th>
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<th>Qty</th>
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</table>

**Total**                                                                 $20,772.50

**Payments/Credits**                                                      $0.00

**Balance Due**                                                            $20,772.50
# Invoice

**Earthworks, LLC**

P.O. Box 41
Ketchum, ID 83340

Phone # 208-788-7639  
Fax #  208-788-8267  

---

**Bill To:**

City of Halley

---

**Invoice #** 12319  
**DUE DATE** 7/8/2013  
**Project** Elm Street Sidewalk...

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<table>
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<tr>
<th>Item</th>
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<th>QTY</th>
<th>RATE</th>
<th>Amount</th>
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<td>ADA Compliant Detectable warning insert, additional</td>
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<td>Construct additional collar, additional</td>
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<td>250.00</td>
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</table>

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Total $742.00

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- 10 -
AGENDA ITEM SUMMARY

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

SUBJECT: Motion to approve Resolution 2013-___, 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 ________
(IFAPPLICABLE)

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: (IFAPPLICABLE)
- City Administrator
- City Attorney
- City Clerk
- Building
- Engineer
- Fire Dept.
- Library
- Mayor
- Planning
- Police
- Public Works, Parks
- Benefits Committee
- Streets
- Treasurer
- 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 Keim, 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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Installation Costs (Line 1)</td>
<td>$14,248.00</td>
</tr>
<tr>
<td>Line Installation Credits (Settlement, Salvage, Customer Trench)(Lines 2-4)</td>
<td></td>
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<tr>
<td>Terminal Facilities (Line 6)</td>
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<tr>
<td>Customer Allowance (Line 7)</td>
<td>$11,552.00</td>
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<tr>
<td>Unusual Conditions (Line 9)</td>
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<td>Other Charges (Eng Fees, Right of Way, Misc Charges) (Lines 14-23)</td>
<td>$2,992.00</td>
</tr>
<tr>
<td></td>
<td>$810.00</td>
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<tr>
<td></td>
<td>$23,111.00</td>
</tr>
</tbody>
</table>

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

☐ 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
Request Type: CS
Rate Sch.: 09S
Reply By: 

Eng Hours: 00010
Eng Fee Amount(Att98): 610.00
Eng Fee Amount(Att16): 
Eng Fee Service Agreement No: 
Eng Fee Service Agreement Date: 
Customer No: 5604533287

Feeder: HALY14B
Service Location: 11 CROY CREEK RD HALL
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
Number of Phases: 3
KW Motor Load: 20
Largest Motor: 
1 Phase KW Demand: 20KW
3 Phase KW Demand: 
Connected KW Load: 
Commercial Deposit Amount: 

No. Of Meters:
Meter Location:
Ct Loc:
Primary OH/UG:
Service OH/UG:
Srv Owner:
Panel Amp Size:
ONE
PD

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

<table>
<thead>
<tr>
<th>Customer or Project Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF HAILEY PUBLIC WORKS-3PH PRI DIP &amp; URD 3PH/</td>
</tr>
<tr>
<td>Design Number: 0000098999</td>
</tr>
<tr>
<td>Version: 003</td>
</tr>
<tr>
<td>Work Order #: 27388313</td>
</tr>
</tbody>
</table>

## Line Installation Cost
- **Prepaid Fees**
  - 1. Line Installation/Upgrade Costs: 12,523
  - 2. Company Betterment / Other Credits: 0
  - 3. Salvage Taxable - Credit: 0
  - 4. Customer Provided Trench: 0
  - **Net Line Installation Cost**: 12,523

## Terminal Facilities
- 6. Terminal Facilities: 11,552
- **Net Terminal Facilities**: 5,261
- 9. Unusual Conditions: 2,992
- 10. Bank Letter of Credit: 0

(Only for Unusual Conditions over $10,000)

- 11. Net Construction Cost: 20,776
- 12. Net Vested OR Refundable Construction Cost (Limited to 5 years or 4 additional applicants): 13,010
- 13. Construction Cost Not Available for Vesting or Refund: 7,766

## Other Charges
- 14. Vested Interest: 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
- **Net Other Charges**: 2,335

## Total Work Order Charges
- 25. **Total Work Order Charges**: 29,402

## Total Customer Payment Due (Line 11 + Line 24)
- **Total Customer Payment Due**: $23,111

---

*Customer signature is required on Page 2 of this document*

---

**Notes:**
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 ________________________________ Date ________________________________

IPCo Representative ________________________________ Quotation Date ________________________________
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, ____________________________
Customer Name

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

City of Hailey - Lions Park
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).

__________________________________________ 7/15/2013
Customer's Signature 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\textsuperscript{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)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve Resolution 2013\textsuperscript{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

FOLLOW-UP:

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

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

- 21 -
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 Kein, 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 became 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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Item Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Pulverizing (Areas 1, 2 &amp; 3)</td>
<td>SY</td>
<td>4970</td>
<td>$1.60</td>
<td>$7,952.00</td>
</tr>
<tr>
<td>2. Pulverizing (Area 4)</td>
<td>SY</td>
<td>220</td>
<td>$2.50</td>
<td>$550.00</td>
</tr>
<tr>
<td>3. Asphalt Paving</td>
<td>SY</td>
<td>4795</td>
<td>$11.75</td>
<td>$56,341.25</td>
</tr>
</tbody>
</table>

TOTAL OF ALL PRICES

($64,843.25)

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: Bert Heath (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
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 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 progress, construction, 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

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</thead>
<tbody>
<tr>
<td>1. Pulverizing (Areas 1, 2 &amp; 3)</td>
<td>SY</td>
<td>4970</td>
<td>$2.75</td>
<td>$13,667.50</td>
</tr>
<tr>
<td>2. Pulverizing (Area 4)</td>
<td>SY</td>
<td>220</td>
<td>$3.25</td>
<td>$715.00</td>
</tr>
<tr>
<td>3. Asphalt Paving</td>
<td>SY</td>
<td>4795</td>
<td>$16.50</td>
<td>$79,117.50</td>
</tr>
</tbody>
</table>

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. 11916-11-1-2
Expiration Date 6/30/2014

- 28 -
Name (typed or printed): Larry Covly

By: Larry Covly (SEAL)

Business Name: Staker & Parson Companies

Business address: 391 E 300 S

Jerome, ID. 83338

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

To: CITY OF HAILEY  From: LARRY ANDERSON

Fax:  Pages: 3

Phone:  Date: 7-29-13

Ref:  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

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</thead>
<tbody>
<tr>
<td>1.</td>
<td>SY</td>
<td>4970</td>
<td>3.09</td>
<td>$15,357.30</td>
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<tr>
<td>2.</td>
<td>SY</td>
<td>220</td>
<td>3.61</td>
<td>$794.20</td>
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<tr>
<td>3.</td>
<td>SY</td>
<td>4795</td>
<td>16.68</td>
<td>$79,980.60</td>
</tr>
</tbody>
</table>

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 at the low Bidder)

SUBMITTED ON JULY 29TH 2013

Idaho Public Works Contractor License No. PWC-C-10214-B-4, Expiration Date 4-30-2014

00300-1
Name (typal or printed): LARRY D ANDERSON

By: 

Business Name: ANDERSON ASPHALT PAVING, INC.

Business address: PO BOX 759 HAILEY ID 83333

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

AUPHTORITY: □ 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)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

- 3 3 -
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 Keirn, 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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization and demobilization</td>
<td>1</td>
<td>lump sum</td>
<td>$10,200.00</td>
<td>$10,200.00</td>
</tr>
<tr>
<td>2</td>
<td>Drill nominal 16-inch borehole, plot furnish, install, and remove 16-inch temporary casing as needed</td>
<td>40</td>
<td>linear foot</td>
<td>$295.25</td>
<td>$14,762.50</td>
</tr>
<tr>
<td>3</td>
<td>Furnish and install 10-inch casing</td>
<td>27</td>
<td>linear foot</td>
<td>$46.25</td>
<td>$1,248.75</td>
</tr>
<tr>
<td>4</td>
<td>Furnish and install 10-inch stainless-steel well screen</td>
<td>25</td>
<td>linear foot</td>
<td>$255.28</td>
<td>$6,382.00</td>
</tr>
<tr>
<td>5</td>
<td>Furnish and install sand filter pack</td>
<td>25</td>
<td>cubic foot</td>
<td>$241.50</td>
<td>$6,037.50</td>
</tr>
<tr>
<td>6</td>
<td>Furnish and install gravel filter pack</td>
<td>25</td>
<td>cubic foot</td>
<td>$228.88</td>
<td>$5,622.00</td>
</tr>
<tr>
<td>7</td>
<td>Furnish and install annular well seal</td>
<td>1</td>
<td>lump sum</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Well development</td>
<td>8</td>
<td>per hour</td>
<td>$350.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>9</td>
<td>Furnish, install, and remove test pump and related equipment</td>
<td>1</td>
<td>lump sum</td>
<td>$560.00</td>
<td>$560.00</td>
</tr>
<tr>
<td>10</td>
<td>Test pumping</td>
<td>8</td>
<td>per hour</td>
<td>$171.25</td>
<td>$1,370.00</td>
</tr>
</tbody>
</table>

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

Bid Schedule Of Items And Prices
Page 1
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rig time</td>
<td>2</td>
<td>per hour</td>
<td>$350.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Pump System Complete</td>
<td>1</td>
<td></td>
<td>$41,244.87</td>
<td>$41,244.87</td>
</tr>
<tr>
<td><strong>BID TOTAL</strong></td>
<td></td>
<td></td>
<td>$81,433.87</td>
<td></td>
</tr>
</tbody>
</table>

Submitted by: [Signature]

Middleton & Son, Inc.

1240 NW Beaman St, Mountain Home, ID 83647

Fax: 208-887-9055

Idaho Public Works License

Lions Park Irrigation Well

SPF Water Engineering - May 9, 2013
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 1-21 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:
City of Hailey

By: ____________________________

[CORPORATE SEAL]
Attest: __________________________
Address for giving notices:

_______________________________
_______________________________
_______________________________

Designated Representative:
Name: Thomas Hellen
Title: Public Works Director/City Engineer
Address: 115 Main St S
Hailey, ID 83333
Phone: 208-788-9830 Ext 14
Facsimile: 208-788-2924

CONTRACTOR:

By: ____________________________

[CORPORATE SEAL]
Attest: __________________________
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:
Name: __________________________
Title: __________________________
Address: _________________________
Phone: __________________________
Facsimile: ________________________
AGENDA ITEM SUMMARY

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. Resolution 2013-60

AUTHORIZED: □ ID 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. 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