AGENDA ITEM SUMMARY

DATE: 10/26/09  DEPARTMENT: PW - Streets  DEPT. HEAD SIGNATURE: [Signature]

SUBJECT: Motion to approve recommendation for Contractor Snow Plowing Services

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Bids were received on October 19 for the 09/10 snow removal season to provide equipment and operators to assist the city crews. The requested bids were similar to last year except we did not include any minimum payments in the request.

The attached information includes a spreadsheet along with the bid forms received. After a review of the proposals and compliance with specifications it is recommended that all the contracts be awarded to Sluder Construction. The hours used in the spreadsheet to provide estimated total contract prices are based upon last years actual hours increased by approximately 30% to allow for a heavier snow year. Additional information is provided to clarify the selection.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

<table>
<thead>
<tr>
<th>Budget Line Item #</th>
<th>YTD Line Item Balance $</th>
<th>Estimated Completion Date</th>
<th>Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>788-9830 Ext 14</td>
</tr>
</tbody>
</table>

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 ____________________________
<table>
<thead>
<tr>
<th>Equipment &amp; Estimated Hours</th>
<th>Sluder</th>
<th>Katco</th>
<th>Burkes</th>
<th>B&amp;G Dirtworks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loaders(2) &amp; Operator (100)</td>
<td>$79.00</td>
<td>$75.00</td>
<td>$110.00</td>
<td>$84.00</td>
</tr>
<tr>
<td>Dozer &amp; Operator (75)</td>
<td>$94.50</td>
<td>$80.00</td>
<td>$120.00</td>
<td>$91.00</td>
</tr>
<tr>
<td>Snow Blower Operator (100)</td>
<td>$50.00</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Haul Trucks (4) (200)</td>
<td>$84.50</td>
<td>$80.00</td>
<td>$100.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Operators (100)</td>
<td>$40 / $50 for OT</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total Cost Estimate Including Mobilization</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loaders(2) &amp; Operator (100)</td>
<td>$15,800.00</td>
<td>$15,000.00</td>
<td>$22,000.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>Dozer &amp; Operator (75)</td>
<td>$7,087.50</td>
<td>$6,000.00</td>
<td>$9,000.00</td>
<td>$7,425.00</td>
</tr>
<tr>
<td>Snow Blower Operator (100)</td>
<td>$5,000.00</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Haul Trucks (4) (200)</td>
<td>$16,900.00</td>
<td>$16,000.00</td>
<td>$20,000.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Operators (100)</td>
<td>$4 - $5,000/Operator</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Compliance with Specifications</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loaders(2) &amp; Operator (100)</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>No - loaders do not meet Tier 3 Emissions standards, 1 loader is larger than needed and inefficient for the desired work.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dozer &amp; Operator (100)</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>No - too large and doesn't meet ground pressure requirements.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Snow Blower Operator (150)</td>
<td>Yes</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>No - Only 3 bid instead of 4 requested, Not staying at City Shop.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Haul Trucks (4) (150)</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>No - Not staying at City Shop.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operators (100)</td>
<td>Yes</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contractor provided haul trucks in 08/09 but substituted a smaller, less efficient truck during the season.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Additional Comments</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contractor reserved the right to withdraw the bid if prices rise before work begins.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Operator Rental for Operation of City Snowblower

Requirements
- Prior Snowblower Operating Experience
- Liability insurance with 1 million dollar per occurrence with the City of Hailey named as additionally insured.

Please bid 1 Operator.
Operators shall be bid by the hour.

BID FORM – CDL LICENSED OPERATORS

BID INFORMATION AND TOTALS

All bids shall be sealed and delivered to the office if the City Clerk before the hour of 2:00 P.M. on the 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Operator Requirements:

Description

Snowblower Operation Experience

3 yrs - City of Hailey, 1 yr.

Liability Insurance will be provided

[ ] Yes  [ ] No

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Snowblower Operator</td>
<td>$50.00</td>
</tr>
</tbody>
</table>
Date: 9/30/09

Operator Rental for Operation of City Equipment

Requirements
  ➢ Class A CDL Required
  ➢ Liability insurance with 1 million dollar per occurrence with the City of Hailey named as additionally insured.

Please bid 1 Operator. Up to three operators could be needed. All Operators shall be bid by the hour.

BID FORM – CDL LICENSED OPERATORS

BID INFORMATION AND TOTALS

All bids shall be sealed and delivered to the office if the City Clerk before the hour of 2:00 P.M. on the 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Operator Requirements:

Description
Class A CDL                    ✔ Yes  ❌ No
Liability Insurance will be provided    ✔ Yes  ❌ No

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

Description                                      Cost/ Hour
CDL Licensed Operator  ONE CDL - Driver          $ 40.00/hr

Any overtime hours will be $ 50.00/hr
BID FORM – DOZER & OPERATOR

BID INFORMATION AND TOTALS

All bids shall be sealed and delivered to the office if the City Clerk before the hour of 2:00 P.M. on the 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

Description

Dozer to be Provided – Size and Manufacturer

Ko\-mat\-su D65-PX

Dozer HP

205

Ground Contact area

9600

Blade Capacity

7.4 yards

Dozer Gross Weight

46,300

Certified to EPA Tier 3 Emission Standards

✓ Yes  □ No

Equipment will be kept at Lions Park

✓ Yes  □ No

Liability Insurance will be provided

✓ Yes  □ No

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

Description

Dozer & Operator Ko\-mat\-su D65-PX

Cost/Hour

94.50/hr
BID FORM – HAUL TRUCK & OPERATOR

BID INFORMATION AND TOTALS

All bids shall be sealed and delivered to the office if the City Clerk before the hour of 2:00 P.M. on the 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

Description
Haul Truck to be Provided – Size and Manufacturer
Number of Haul Trucks to be provided
Strobe light or high intensity Flasher system
Equipment will be kept at City of Hailey Shop
Liability Insurance will be provided.

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

Description
Haul Truck & Operator

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>30' end dump - Western component</td>
<td>84.50</td>
</tr>
</tbody>
</table>
BID FORM – LOADER & OPERATOR

BID INFORMATION AND TOTALS

All bids shall be sealed and delivered to the office of the City Clerk before the hour of 2:00 P.M. on the 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

**Description**

- Loader to be Provided – Size and Manufacturer
  - Liebherr

- Loader HP & Fuel Consumption Rate
  - 3.5 Gal/hr

- Certified to EPA Tier 3 Emission Standards
  - Yes

- Loader Tires
  - Michelin

- Strobe light or high intensity Flasher system
  - Yes

- Equipment will be kept at City of Hailey Shop
  - Yes

- Liability Insurance will be provided
  - Yes

**BID:**

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loader &amp; Operator 544 Liebherr</td>
<td>79.00</td>
</tr>
<tr>
<td>Loader &amp; Operator 544 Liebherr</td>
<td>79.00</td>
</tr>
</tbody>
</table>
BID FORM – HAUL TRUCK & OPERATOR

BID INFORMATION AND TOTALS

All bids shall be sealed and delivered to the office if the City Clerk before the hour of 2:00 P.M. on the 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

Description
Haul Truck to be Provided – Size and Manufacturer
Mack & 30' End dumps

Number of Haul Trucks to be provided
3

Strobe light or high intensity Flasher system
Yes
No

Equipment will be kept at City of Hailey Shop
Yes
No

Liability Insurance will be provided
Yes
No

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

Description
Haul Truck & Operator

2 - Randco 30' end dumps

1 - Western 28' end dump

Cost/Hour
80.00
BID FORM – LOADER & OPERATOR

BID INFORMATION AND TOTALS

All bids shall be sealed and delivered to the office if the City Clerk before the hour of 2:00 P.M. on the 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

Description
Loader to be Provided – Size and Manufacturer See below
Loader HP & Fuel Consumption Rate
Certified to EPA Tier 3 Emission Standards Yes No
Loader Tires
Strobe light or high intensity Flasher system Yes No
Equipment will be kept at City of Hailey Shop Yes No
Liability Insurance will be provided Yes No

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loader &amp; Operator</td>
<td>Caterpillar 928 G (3cy) $1 75.00</td>
</tr>
<tr>
<td></td>
<td>Kawasaki 952 (7cy) $1 75.00</td>
</tr>
</tbody>
</table>
BID FORM – DOZER & OPERATOR

BID INFORMATION AND TOTALS

All bids shall be sealed and delivered to the office if the City Clerk before the hour of 2:00 P.M. on the 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

Description
Dozer to be Provided – Size and Manufacturer [JD 105D C]
Dozer HP [324]
Ground Contact area [6,990 SF]
Blade Capacity [10 CY?]
Dozer Gross Weight [85,000 LBS]
Certified to EPA Tier 3 Emission Standards [X Yes] [No]
Equipment will be kept at Lions Park [X Yes] [No]
Liability Insurance will be provided [X Yes] [No]

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

Description
Dozer & Operator [JD 105D C Dozer] [Cost/Hour $80.00]

7.7 to 13 gal per hour

-10-
BID FORM – DOZER & OPERATOR

BID INFORMATION AND TOTALS

All bids shall be sealed and delivered to the office if the City Clerk before the hour of 2:00 P.M. on the 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dozer to be Provided – Size and Manufacturer</td>
<td>D-O-N CATERPILLAR</td>
</tr>
<tr>
<td>Dozer HP</td>
<td>295</td>
</tr>
<tr>
<td>Ground Contact area</td>
<td>654.14 INCH²</td>
</tr>
<tr>
<td>Blade Capacity</td>
<td>15 CY</td>
</tr>
<tr>
<td>Dozer Gross Weight</td>
<td>83,000</td>
</tr>
<tr>
<td>Certified to EPA Tier 3 Emission Standards</td>
<td>Yes  No</td>
</tr>
<tr>
<td>Equipment will be kept at Lions Park</td>
<td>No  Yes</td>
</tr>
<tr>
<td>Liability Insurance will be provided</td>
<td>No  Yes</td>
</tr>
</tbody>
</table>

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dozer &amp; Operator</td>
<td>120.00</td>
</tr>
</tbody>
</table>

[Signature]

-11-
BID FORM – HAUL TRUCK & OPERATOR

BID INFORMATION AND TOTALS

All bids shall be sealed and delivered to the office of the City Clerk before the hour of 2:00 P.M. on the 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Haul Truck to be Provided – Size and Manufacturer</td>
<td>Kenworth T800</td>
</tr>
<tr>
<td>Number of Haul Trucks to be provided</td>
<td>4</td>
</tr>
<tr>
<td>Strobe light or high intensity Flasher system</td>
<td>Yes (x) No</td>
</tr>
<tr>
<td>Equipment will be kept at City of Hailey Shop</td>
<td>Yes (x) No</td>
</tr>
<tr>
<td>Liability Insurance will be provided</td>
<td>Yes (x) No</td>
</tr>
</tbody>
</table>

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Haul Truck &amp; Operator</td>
<td>100.00</td>
</tr>
</tbody>
</table>
BID FORM – LOADER & OPERATOR

BID INFORMATION AND TOTALS

All bids shall be sealed and delivered to the office if the City Clerk before the hour of 2:00 P.M. on the 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

Description
Loader to be Provided – Size and Manufacturer  
*Case 821C / John Deere 644J*

Loader HP & Fuel Consumption Rate  
*186 HP - 56 PH / 205 HP - 56 PH*

Certified to EPA Tier 3 Emission Standards  
Yes  <> No

Loader Tires
Good

Strobe light or high intensity Flasher system  
*Yes  <> No*

Equipment will be kept at City of Hailey Shop  
*Yes  <> No*

Liability Insurance will be provided  
*Yes  <> No*

BID:
The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loader &amp; Operator  Case 821C</td>
<td>$110.00</td>
</tr>
<tr>
<td>Loader &amp; Operator  John Deere 644J</td>
<td>$110.00</td>
</tr>
</tbody>
</table>

(BURKS EXCAVATION WILL PROVIDE FUEL FOR BURKS EXCAVATION'S LOADERS)

[Signature]
BID FORM – LOADER & OPERATOR

BID INFORMATION AND TOTALS

All bids shall be sealed and delivered to the office if the City Clerk before the hour of 2:00 P.M. on the 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

<table>
<thead>
<tr>
<th>Description</th>
<th>John Doerr</th>
<th>544 J</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loader to be Provided – Size and Manufacturer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loader HP &amp; Fuel Consumption Rate</td>
<td>160 HP</td>
<td>2.5 gph</td>
</tr>
<tr>
<td>Certified to EPA Tier 3 Emission Standards</td>
<td>✔ Yes</td>
<td>No</td>
</tr>
<tr>
<td>Loader Tires</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strobe light or high intensity Flasher system</td>
<td>✔ Yes</td>
<td>No</td>
</tr>
<tr>
<td>Equipment will be kept at City of Hailey Shop</td>
<td>✔ Yes</td>
<td>No</td>
</tr>
<tr>
<td>Liability Insurance will be provided</td>
<td>✔ Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost/Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loader &amp; Operator</td>
<td>$84</td>
</tr>
<tr>
<td>Loader &amp; Operator</td>
<td>$84</td>
</tr>
</tbody>
</table>

Mobilization will be Extra
BID FORM – DOZER & OPERATOR

BID INFORMATION AND TOTALS

All bids shall be sealed and delivered to the office if the City Clerk before the hour of 2:00 P.M. on the 19th day of October, 2009. The City of Hailey retains the right to accept or reject any or all bids.

Equipment Requirements:

Description
Dozer to be Provided – Size and Manufacturer: Komatsu D65PX-15
Dozer HP: 205 HP
Ground Contact area: 9,675 in²
Blade Capacity: 7.53 yd
Dozer Gross Weight: 41,300 lbs
Certified to EPA Tier 3 Emission Standards: Yes
Equipment will be kept at Lions Park: Yes
Liability Insurance will be provided: Yes

BID:

The equipment bid below is to include the operators hourly cost including all wages, taxes and benefits.

Description

Cost Per Hour: $91

Mobilization will be extra.
### Estimate

**B&G Dirtworks, L.L.C.**  
1121 Creekside DR.  
PO Box 3190  
Hailey, ID 83333  
Phone (208) 788-3442 Fax (208) 788-1032

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>Rate</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid</td>
<td>City of Hailey Snow Removal Services 2009-2010 season 3 Yard loader to meet spec. price to be hourly with city providing fuel 1 loader to be Cat 928 G, 1 loader to be JD 544J</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Bid</td>
<td>Price per hour Dozer to push up snow that meets spec D 65 px</td>
<td></td>
<td>84.00</td>
<td>84.00</td>
</tr>
<tr>
<td>Bid</td>
<td>Price per hour</td>
<td></td>
<td>91.00</td>
<td>91.00</td>
</tr>
<tr>
<td>1000</td>
<td>Note 1: With acceptance of bid both parties agree to go over bid with plans to have a complete understanding of each party's intent.</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>1003</td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

Payment Due 15 days after invoice date. Late fees of 15% of average daily balance of all past due

Please remit to above address with signature for acceptance.

**SIGNATURE**

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-16-
Date: 9/30/09

Dozer Lease Specifications

- Certified to EPA Tier 3 Emissions
- 200 hp or greater
- Ground Contact area of 9600 in² or larger
- Blade capacity of 4.8 yd³ or larger
- Gross weight of 46,000 lb or larger

Requirements

- All equipment shall be kept on site at Lions Park in the City of Hailey unless prior authorization is requested in writing!
- Liability insurance with 1 million dollar per occurrence with the City of Hailey named as additionally insured.
- All Loaders shall be bid without fuel by the hour Nov 1ˢᵗ – Mar 3¹ˢᵗ.

The City of Hailey will provide storage and electrical outlets for block heaters if available. The City of Hailey will provide fuel for equipment matching fuel and Emissions requirements. An operator will need to be supplied for operation of the Dozer by lessee.

Please bid 1 Dozer by the hour.
Date: 9/30/09

Haul Truck Specifications

➢ Tractor and 28'-30' End Dump
➢ 10 wheelers will not be considered.

Requirements

➢ All equipment shall be kept on site at the City of Hailey Street shop unless prior authorization is requested in writing!
➢ A Strobe light or high intensity Flasher system is required.
➢ Liability insurance with 1 million dollar per occurrence with the City of Hailey named as additionally insured.

The City of Hailey will provide electrical outlets for block heaters.
Please bid 4 Trucks by the hour with operators.
Date: 9/30/09

Loader Lease Specifications

➢ Certified to EPA Tier 3 Emissions
➢ 117-200 Hp
➢ Fuel Consumption of 2.5 Gph to 5 Gph
➢ Michelin radial Snow Plus or equivalent tires

Requirements

➢ Strobe light or high intensity Flasher system is required.
➢ All equipment shall be kept on site at the City of Hailey Street shop unless prior authorization is requested in writing!
➢ Liability insurance with 1 million dollar per occurrence with the City of Hailey named as additionally insured.
➢ All Loaders shall be bid without fuel by the hour Nov 1st – Mar 31st.

The City of Hailey will provide electrical outlets for block heaters.
The City of Hailey will provide fuel for equipment matching fuel and Emissions requirements.
An operator will need to be supplied for operation of the loader by lessor.

Please bid 1-2 Loaders separately by the hour.
AGENDA ITEM SUMMARY

DATE: 10/26/09 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to authorize Rental Agreement with Modern Machinery for back-up dozer for Lions Park snow pile

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This is an agreement to provide a second dozer for the snow pile at Lions Park. Hourly charges will only apply if we use this equipment. In the event of a heavy snow year this will be useful to provide storage capacity at Lions Park.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

<table>
<thead>
<tr>
<th>Budget Line Item #</th>
<th>Caselle #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Hours Spent to Date:</td>
<td>YTD Line Item Balance $</td>
</tr>
<tr>
<td>Staff Contact: Tom Hellen</td>
<td>Estimated Completion Date:</td>
</tr>
<tr>
<td>Comments:</td>
<td>Phone # 788-9830 Ext 14</td>
</tr>
</tbody>
</table>

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

Customer Name: City of Hailey
Mailing Address: 115 South Main Street
City: Hailey  County: Blaine  State: ID  Zip: 83333
Phone #: 1-208-788-4221
Customer #: 146863

# SHIPPING ADDRESS

F.O.B. Point (City, State): Hailey, Idaho
Shipping Date: 12/1/09
Rental Start Date: 12/1/09
Shipping Address:
City:  County:  State:  Zip:
Job Location:

The undersigned (referred to as Customer) agrees to rent the following equipment from Modern Machinery Co., Inc. (referred to as Modern).
NOTE: For Rentals Only: This rental can only be converted to a purchase with rental credit if the terms for rental credit are filled in below and both the Customer and Modern Machinery initial here:

**EQUIP. NO.**
23662

**DESCRIPTION: (INCLUDING ATTACHMENTS, SERIAL NUMBERS, ETC.)**
Komatsu D81 / 65PX-15 Crawler Dozer

**FREIGHT IN = $300.00 AND FREIGHT OUT = $300.00**

**RENTAL BASED ON AN HOURLY CHARGE $42.00 DOLLARS AN HOUR.**

**SMR OUT**  **SMR IN**  **DATE**  **TIME**  **FUEL**

NOTE: Equipment rented without factory warranty may have major repairs added to the purchase price. The machine will be full of fuel at the start of the rental and must be returned full or fuel charges will apply.

This equipment is collateral subject to the security agreement herein. The Customer represents that the equipment will normally be located in Blaine County, State of ID and will not be moved to another state without permission of Modern.

**Sales Terms:** (If applicable)

- **Selling Price:**
  - $-
  - +
  - +

- **Add: Freight:**
  - +

- **Add: Interest on Rental Conversion:**
  - +

- **Add: Other:**
  - +

- **Less: Credit for Paid Rental:** (If applicable)

- **Less: Trade Allowance:**
  - Trade Amount: __________
  - Amount Owed: __________
  - __________

- **Lien-Holder:**
  - Payoff good thru:

- **Trade Description:**
  - Model:
  - Year:
  - Serial #:

- **Subtotal:**
  - +

- **Sales Tax @:** % Taxable State / County

- **BALANCE DUE:**
  - $-

**Rental Terms:** (If applicable)

- **Minimum Period Guaranteed:** months (initials)

- **Maintenance Responsibility:** Modern Machinery

- **Insurance Value:** $200,000.00

- **Rental Rates:**
  - Monthly: Single $42.00 Hr (176 hours max.)
  - Double $ (352 hours max.)
  - Triple $ (528 hours max.)

- **Daily Rate:** $42.00 Hr. Weekly $42.00 Hr.

**Warranty:** (Applicable to sales only)
- Standard
- Extended
- As is, no warranty

I acknowledge that I have completely read and understand the terms and conditions stated on BOTH SIDES of this agreement. I grant Modern a purchase money security interest in all of the equipment listed in this agreement until final payment is made. I certify that any equipment traded in as part of this transaction is free and clear of all liens and encumbrances. I understand that any account is subject to a finance charge of 1.5% per month (18% per year) on the unpaid balance commencing 30 days after invoice date.

**By:**
Customer Name: Ryan Rowbury

No Carrying

**Cosigner**
Customer Name: Title: Date:

Accepted by Modern Machinery Co., Inc.

**Salesman:** Ryan Rowbury

**By:**
Name: Title: Date:

**DISTRIBUTION:** white - Modern Machinery  yellow - Cust - 22 - man
NEW EQUIPMENT SALES - LIMITED WARRANTY

1. The warranty on any and all new products and equipment sold by Modern is limited to only such warranty as is issued by the manufacturer. THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No other warranty is authorized to be made on behalf of Modern and MODERN MAKES NO WARRANTIES OF ITS OWN OF ANY KIND WHATSOEVER REGARDING ANY NEW EQUIPMENT SOLD HEREUNDER.

Used Equipment Sales, Leases & Rentals - No Warranty

2. Unless otherwise provided and stated on the front of this Order, ALL USED PRODUCTS AND EQUIPMENT SOLD, LEASED, OR RENTED BY MODERN ARE SOLD, LEASED, OR RENTED "AS IS" AND WITH ALL FAULTS, AND MODERN MAKES NO WARRANTIES OR ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, except as to clear title of such equipment. ANY OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. No other warranty is authorized to be made on behalf of Modern.

Limitation of Liability

3. MODERN SHALL IN NO EVENT BE LIABLE by reason of the equipment or parts sold, leased, or rented hereunder, or by reason of any negligence or other liability in tort, for ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damages or loss of other property or equipment, LOSS OF PROFITS OF ANY KIND, down time of men or equipment, cost of replacement equipment, or claims of customers or other parties contracting with Customer.

4. Modern shall in no event be liable in damages for any amount greater than the purchase/lease price paid by Customer to Modern.

Acceptance and Delivery

5. By signing this agreement, Customer grants a security interest to Modern for the purpose of securing full payment and performance of the obligations arising hereunder. The Customer agrees to do whatever is necessary under applicable law to perfect and continue Modern's security interest in the equipment. Any certificate of title attached to the equipment during the term of this agreement will be delivered to Modern with Modern's interest properly indicated on the certificate.

6. Only delivery or shipment of the equipment or acceptance of the agreement by an expressly authorized representative of Modern constitutes acceptance of this order by Modern. Salesmen are not authorized representatives for the purpose of accepting orders.

7. Acceptance is subject to the approval of Modern's credit department. Modern will not be liable for any delays in delivery caused by circumstances beyond its control including but not limited to strikes, accidents, civil disorder, natural disaster, or the unavailability of material.

Costs

8. The Customer agrees to pay the purchase or rental price as shown in the agreement. The price does not include any applicable taxes, payment of which is the responsibility of Customer.

9. In the event of a change in transportation costs prior to shipment or equipment, Customer agrees to pay an adjustment of the prices shown on this contract.

10. Customer will not allow any adverse lien, security interest, or encumbrance to attach to the equipment without the express prior written approval of Modern.

11. Customer agrees to promptly pay any taxes assessed by virtue of the Customer's use or possession of this equipment.

12. Customer will keep the equipment in good order and repair. The Customer agrees to pay all labor and material costs necessary for normal operating repairs and maintenance according to the manufacturer's recommendations. For specifics refer to the operator's manual. Repairs needed because of other than normal operation including but not limited to abuse, negligence, severe job conditions, or normal aging will be paid for by the Customer. Before making any repairs to rental equipment for other than normal operation and maintenance customer must obtain written permission of Modern. Modern may inspect the equipment at any reasonable time.

13. Modern may, at its option, pay any of the fees or expenses payable by the Customer under this agreement or discharge any encumbrance placed on the equipment during the term of this agreement. The Customer agrees to repay any amounts expended on the Customer's behalf by Modern, in full and with interest in the amount of the maximum legal rate.

14. The attorney fees incurred by Modern to enforce the terms of this agreement.

15. The Customer agrees to protect Modern by providing full insurance on the equipment. The Customer will provide Modern with the insurance certificate. The insurance certificate will cover all risk of direct loss or damage to the equipment during the life of this agreement with Modern named as the "Loss Payee." In the event of damage, Modern will determine the disposition of the equipment and allocate any proceeds resulting from the damage as it sees fit. If insurance is purchased through Modern, a $500 deductible will apply.

16. If the equipment is lease, or rented, the Customer will provide comprehensive liability insurance including contractual liability with Modern named as additional insured. Minimum limits shall be $1,000,000 bodily injury; and $1,000,000 property damage and $1,000,000 contractual liability.

17. The Customer agrees to indemnify and hold Modern harmless from any liability for damage to any persons or property resulting from the use or possession of the equipment by the Customer.

18. Modern will not permit the equipment to be operated or used in violation of any ordinance, statute, or state or federal regulation.

Default

19. Default occurs when the Customer fails to pay Modern or perform its obligations according to the terms of this agreement or becomes insolvent. A waiver by Modern of any default does not constitute a waiver of any subsequent default.

20. Upon default, the obligations secured by this agreement and all supplemental security agreements shall immediately become due and payable in full without further notice or demand.

21. Modern shall have the right, without notice or resort to judicial proceedings, to enter upon the premises of the Customer or any agent of the Customer where the collateral may be and repossess all or any part of the collateral. In the event of default and upon the written demand of Modern, the Customer will peacefully surrender the equipment to Modern.

22. If Modern requests, the Customer shall fully assemble the equipment, make the equipment available at a reasonably convenient location designated by Modern, and authorize Modern to take full possession of the equipment at that location.

23. If repossessed, the equipment may be sold at a private sale and Customers agree that this is a commercially reasonable means of resale.

Miscellaneous

24. This document is a contract containing the entire agreement between the parties and may not be changed in any way except in writing, signed by both parties, and attached to this agreement. If any part of this agreement is found to be invalid, the remaining provisions will remain in effect.

25. If this document is signed by more than one person on behalf of the Customer, then the signers are jointly and severally liable hereunder with the Customer.

26. Modern's rights and remedies under this agreement and any other agreements are cumulative. Modern may exercise its rights either singly, concurrently, or both. The listing of any rights in this agreement do not constitute a waiver of any other rights permitted by law.

27. If Modern assigns this contract, Customer will make all remaining payments on this contract to the assignee third party and not to Modern. The assignee third party have all of this rights of Modern, but will not be subject to any claims, set-offs, or defenses asserted by the Customer. Customer may not assign its rights under this agreement without the express written approval of Modern.

28. Customer agrees that the monthly rental terms set forth in this agreement specify a maximum of 176 hours of use per month and that any use in excess thereof shall be penalized at the hourly rate as stated on the invoice. Customer shall be responsible for a full month's rental payment regardless of whether the equipment is utilized less than 176 hours during the rental month.

29. A signed Sales Tax exemption will be considered binding. If Modern Machinery Co. Inc. is audited, and the exemption is found to be invalid, the customer agrees to pay all sales tax as well as penalties and interest.

Signature
BOISE          EUGENE          BILLINGS          CHEHALIS          SPOKANE
(208) 433-5540 (541) 688-7321 (406) 252-2158 (360) 748-4421 (509) 535-1654
(800) 221-5211 (800) 826-9811 (800) 735-2589 (800) 304-4421 (800) 541-0754
(208) 338-8616 Fax (541) 688-2241 Fax (406) 252-1165 Fax (360) 748-4770 Fax (509) 534-6741 Fax

POCATELLO          PORTLAND          MISSOULA          KENT          MAGADAN, RUSSIA
(208) 233-5345 (503) 255-7841 (406) 523-1100 (253) 872-3500 (011) 7-41322-99281
(800) 829-4450 (800) 950-7779 (800) 332-1617 (800) 669-2425 Fax
(208) 235-9858 Fax (503) 255-1653 Fax (406) 523-1117 Fax (253) 872-3519 Fax (011) 7-41322-77761

City of Hailey
TO 115 South Main Street
Hailey, Idaho 83333

DATE: October 16, 2009

QUOTATION EXPIRATION DATE: 30 Days

Thank you! We appreciate the opportunity to offer this quote.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Of Komatsu D65EX-15 Crawler Dozer</td>
<td></td>
</tr>
</tbody>
</table>

Rental Rate Based On An Hourly Charge Of $42.00 An Hour

Freight In = $300.00 & Freight Out = $300.00

Terms: Rental
F.O.B. City of Hailey
Estimated Shipping Date: Subject To Availability

BY:
RYAN ROWBURY ~ Cell: 1-208-573-0428
AGENDA ITEM SUMMARY

DATE: 03/13/2009  DEPARTMENT: Finance & Records  DEPT. HEAD SIGNATURE:  

SUBJECT:  
3 Jax Inc. dba McClain's Pizzeria  
Alcohol Beverage License Application  

AUTHORITY:  box for [a] City Ordinance/Code 5.04, 5.08, 5.12
(IF APPLICABLE)  

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Approval of new beer and wine license for McClain's Pizzeria. Application has been approved by HPD. The current licenses are being transferred by the State and County to the new Hailey location.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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:

Motion to approve McClain's Pizzeria alcohol beverage license application.

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: __________   *Additional/Exceptional Originals to: __________
Copies (all info.): __________   Copies __________
Instrument #_________________
ALCOHOL BEVERAGE LICENSE
APPLICATION CHECKLIST

PLEASE NOTE: The following information must be submitted with your application to be considered for a city of Hailey Alcohol Beverage License.

All Applicants:

1. A copy of your State of Idaho Alcohol License.
2. A copy of your Blaine County Alcohol License.

Liquor License Applicants:

In addition to items 1 and 2, above, Liquor License applicants must also provide:

1. A detailed statement of the assets and liabilities of the applicant.
2. A copy of the articles of incorporation and bylaws of any corporation; the articles of association and bylaws of any association; or the articles of partnership for any partnership.
3. A certified copy of the lease showing that property owner consents to the sale of liquor by the drink on such premises, if the applicant is not the owner of the property.

Should any information on this application be subject to change, such change must be reported in writing to City Hall as outlined in Section 5.04.040 of the Hailey Municipal Code.
ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

| Liquor | $562.50 |
| Wine by the Drink | $200.00 |
| Beer by the Drink | $200.00 |
| Grocery Sale of Wine | $200.00 |
| Grocery Sale of Beer | $50.00 |

APPLICATION IS:

| New License | □ |
| Renewal | □ |
| Transfer | ✔ |

TOTAL DUE: $400.00

Applicant Name: 3Jax Inc Robyn Balmer & McClain Balmer

Business Name: 3Jax Inc 20th McClain's Pizzeria

Business Physical Address: 103 S Main St Unit A Hailey 83333

Business Mailing Address: PO Box 2801 Hailey 83333

Business Phone Number: 208 788 0960

Property Owner (if different from applicant): 123, LLC

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Melvin R. [Signature]

Date: 10.21.09

Subscribed and sworn to before me this 21 day of October, 2009.

Notary Public OR City Clerk

Residing at: Hailey

My Commission Expires 4.21.12

SANDRA P. EHRMANTRAUT
NOTARY PUBLIC
STATE OF IDAHO

CITY OF HAILEY • 115 MAIN ST. S., SUITE H • HAILEY, IDAHO 83333 • 788-4221

15/03/Alcohol Beverage License (6/22/05)
PERSONAL AFFIDAVIT IN SUPPORT OF
ALCOHOL BUSINESS LICENSE

Full Name: Robyn Behre

SSN: 438 671 462 DOB: 3-14-1971

Business Address: 103 S, Main St Business Phone: 208 788 0960
Unit A Hailey ID 83333

Home Address: 1541 Blue Lake Dr. Home Phone: 208 309 3151
Hailey ID 83333

I am or will be: Sole Owner Partner Officer
Director Stock Holder Manager

Do you have any direct or indirect interest in any other business for the sale of alcoholic beverages?
Yes No
If yes, please explain:

Have you ever had an alcohol license denied, suspended or revoked?
Yes No
If yes, please explain:

Have you within the last three (3) years been convicted of any violation in any of these United States relating to the importation, transportation, manufacture or sale of alcoholic liquor or beer?
Yes No

Have you within the last five (5) years been convicted of, paid a fine, been placed on probation, received a deferred sentence or withheld judgment, or completed any sentence of confinement for any felony?
Yes No
If yes, please explain:

I have read all of the above, and declare under penalty of perjury that each and every statement made is true, correct and complete.

Applicant Signature

Subscribed and sworn to before me this 21 day of October, 2009.

Notary Public Residing at My Commission Expires

SANDRA P. EHREMANTRAUT
NOTARY PUBLIC
STATE OF IDAHO

CITY OF HAILEY ■ 103 S. MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221
CITY of H

CORPORATION QUESTIONNAIRE

Corporation Name: 3 Tax Inc
Business Name: Mc같은 Pizzeria
Physical Address: 103 S Main St Hailey ID 83333

Officers and/or Directors:

Title: President Name: Robyn Balmer
Address: 1541 Blue Lake Dr Hailey ID 83333

Title: Vice President Name: McClain Balmer
Address: 1541 Blue Lake Dr Hailey ID 83333

Title: __________________ Name: __________________
Address: __________________________

Stockholders

Name: Robyn Balmer Name: __________________
Address: 1541 Blue Lake Dr Hailey ID 83333

Name: ________
Address: ________

I hereby certify that each officer, director and stockholder is the real party in interest with respect to his portion and is not acting directly or indirectly as an agent, employee or representative to any other person not reported to the board.

Signature ____________________  Title Vice President

Subscribed and sworn to before me this 21 day of October, 2009

Notary Public

Residing at My Commission Expires

SANDRA P. EHLMANTRAUT
NOTARY PUBLIC
STATE OF IDAHO

CITY OF HAILEY • 115 MAIN ST. S., SUITE H • HAILEY, IDAHO 83333 • 788-4221

15/03/Alcohol Beverage License (6/22/05)
- 29 -
State of Idaho
Idaho State Police

Premise Number: 5B-5826
Retail Alcohol Beverage License

This is to certify, that 3 Jax Inc
doing business as: McClain's Pizzeria
is licensed to sell alcoholic beverages as stated below at:
520 Washington Ave, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

Liquor No
Beer Yes $50.00
On-premise consumption Yes $0.00
Kegs to go No
Restaurant Yes $0.00
Wine by the bottle No
Wine by the glass Yes $100.00

TOTAL FEE: $150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

3 JAX INC
MCCLAIN'S PIZZERIA
PO BOX 1128
KETCHUM, ID 83340
Mailing Address

License Valid: 08/01/2009 - 07/31/2010
Expires: 07/31/2010

Director of Idaho State Police
BLAINE COUNTY
STATE OF IDAHO

No. 94

2010

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT

3 JAX, LLC

doing business as

MCCLAIN'S PIZZERIA

at

520 WASHINGTON AVE, KETCHUM, ID: 83340

a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.


Draught and Bottled or Canned Beer ...................... 100.00
Bottled or Canned Beer to be consumed on premises ........ 0.00
Bottled or Canned Beer not to be consumed on premises .... 0.00
Retail Liquor ........................................ 0.00
Retail Wine ........................................... 0.00
Wine by the Drink ...................................... 100.00
Special Wine (Sunday) .................................. 0.00

TOTAL FEE: ........................................ 200.00

Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 07/31/2010.
Witness my hand and seal this 27th day of July, 2009.

Chairman

Commissioner

Commissioner

Clerk of the Board of County Commissioners
for Gertrude Storke

This license must be conspicuously displayed.