AGENDA ITEM SUMMARY

DATE: 4/15/2013  DEPARTMENT:  Admin/PW/Legal  DEPT. HEAD SIGNATURE:  Heather Dawson

SUBJECT:  
Woodside Boulevard Project – Change Order #31

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Motion to approve Change Order #31 for Woodside Boulevard Project, in the amount of $3837.48 for delays to the project attributable to the water utilities

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
The Change Orders to the project are summarized below (this has not changed since previous report):

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Straight line measurement method from crushed aggregate</td>
<td>no cost</td>
</tr>
<tr>
<td>002</td>
<td>Change aggregate type to better match existing driveways</td>
<td>no cost</td>
</tr>
<tr>
<td>003</td>
<td>Increase size of 3 concrete bike rack pads to 12’x12’</td>
<td>$ 684.78</td>
</tr>
<tr>
<td>004</td>
<td>Remove Fox Acres storm drain culvert from contract</td>
<td>(2,000.00)</td>
</tr>
<tr>
<td>005</td>
<td>Add driveway approach asphalt, not accounted for in plans</td>
<td>247.12</td>
</tr>
<tr>
<td>006</td>
<td>Decrease removal of bituminous surface at bike path location</td>
<td>(43.88)</td>
</tr>
<tr>
<td>007</td>
<td>Remove culverts and extensions</td>
<td>(2,096.80)</td>
</tr>
<tr>
<td>009</td>
<td>Add lockable lids over manual drain valves</td>
<td>1,828.00</td>
</tr>
<tr>
<td>010</td>
<td>Changes in Concrete Specification, no cost change</td>
<td></td>
</tr>
<tr>
<td>011</td>
<td>Obliterate Striping</td>
<td>5,250.00</td>
</tr>
<tr>
<td>012</td>
<td>Field Fit Storm Drain Culverts</td>
<td>1,134.81</td>
</tr>
<tr>
<td>013</td>
<td>Lower and Modify Manholes</td>
<td>4,368.00</td>
</tr>
<tr>
<td>014</td>
<td>Manhole Snouts</td>
<td>1,212.75</td>
</tr>
<tr>
<td>015</td>
<td>Full Width Reconstruction from Sta 76+66 to 78+36</td>
<td>6,063.76</td>
</tr>
<tr>
<td>016</td>
<td>Concrete Joints, no cost change</td>
<td></td>
</tr>
<tr>
<td>017</td>
<td>Slotted Grates on select catch basins</td>
<td>173.25</td>
</tr>
<tr>
<td>018</td>
<td>Step in Lutheran Church Sidewalk to match grade</td>
<td>315.00</td>
</tr>
<tr>
<td>019</td>
<td>Additional Asphalt Removal and Placement from Sta 57 to 64</td>
<td>20,300.00</td>
</tr>
<tr>
<td>020</td>
<td>Additional Asphalt Removal and Placement south/Countryside</td>
<td>3,760.00</td>
</tr>
<tr>
<td>021</td>
<td>Slate Green Concrete Color</td>
<td>4,600.00</td>
</tr>
<tr>
<td>022</td>
<td>Change some concrete driveways to asphalt for consistency</td>
<td>(1,531.25)</td>
</tr>
<tr>
<td>023</td>
<td>Additional retaining walls in steep areas</td>
<td>15,553.00</td>
</tr>
<tr>
<td>024</td>
<td>Additional Grading to reduce slope in areas back-of-sidewalk</td>
<td>22,505.10</td>
</tr>
<tr>
<td>025</td>
<td>Hydroseed in undeveloped areas behind sidewalk in lieu of sod</td>
<td>(15,665.10)</td>
</tr>
<tr>
<td>026</td>
<td>Concrete foundation pads for cluster mailbox units</td>
<td>3,996.00</td>
</tr>
<tr>
<td>027</td>
<td>Additional Time (no cost change)</td>
<td></td>
</tr>
<tr>
<td>028</td>
<td>Paver Steps (Additional work)</td>
<td>900.00</td>
</tr>
<tr>
<td>029</td>
<td>Driveway Strips (Inc bid items, pd via overrun per CSI)</td>
<td>1,667.25</td>
</tr>
<tr>
<td>030</td>
<td>Catch Basin height modification and water main repair</td>
<td>5,659.09</td>
</tr>
<tr>
<td>031</td>
<td>Water Utility Delays</td>
<td>3,837.48</td>
</tr>
</tbody>
</table>

**Subtotal Change Orders**  $ 82,638.36

**Water Fund Change Order**

- No. 008 – Irrigation System Installation
  - Reduction based on % estimate of irrigation system          $ 8,068.69
  - Erwin Excavation contract for surface water pump installation $ 91,276.00
  - Irrigation System Design – Eggers                                 $ 10,941.00

**Subtotal Irrigation System**  $295,883.31
Other Costs
- Civil Science Contract Amendment for Utility Coordination 9,800.00
- Idaho Power extension of power to traffic signal 7,707.00
- Walberg and Wiend Driveways contract w/Erwin Excavation 32,415.00
- Additional Costs paid to Erwin Excavation for driveways 5,808.80
- All Seasons Landscaping (work related to Driveways) 6,783.04
- Civil Science Costs above Contract Amount
  Jan 2013 2,400.00
  Feb 2013 15,018.32
  Mar 2013 7,620.00
  April 2013 1,471.25

Subtotal Other Costs $88,823.21

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Change Order #31 for Woodside Boulevard Project, in the amount of $3837.48 for delays to the project attributable to the water utilities

ACTION OF THE CITY COUNCIL:

Date _______________________
City Clerk _______________________

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: _______________________
*Additional/Exceptional Originals to: _______________________
Copies (all info.): __________ Copies


2
Work Change Directive

No: CO 031

Date of Issuance: 4/10/2013  Effective Date: 4/10/2013

Contract: Woodside Boulevard Reconstruction  Owner: CITY OF HAILEY
Owner's Project No.: TDGII-C-07
DTFH61-11-G-00001

Project: WOODSIDE BOULEVARD RECONSTRUCTION
Transportation Investment Generating Economic Recovery (TIGER) II Discretionary Grant

Date of Contract: JANUARY 2012

Contractor: KNIFE RIVER – NORTHWEST
Engineer's Project No.: 83-11-020

Contractor is directed to proceed promptly with the following change(s):

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>C031</td>
<td>City Utility Delay Compensation (City of Hailey)</td>
</tr>
<tr>
<td></td>
<td>Description: It has been determined through the review of project records that Knife River is eligible for additional project compensation from the City of Hailey due to delays in project work caused by City utilities. The delay costs that have been reviewed and determined to be justifiable have been quantified via force account analysis as depicted on the attached Force Account Summary sheets.</td>
</tr>
<tr>
<td></td>
<td>Materials: NA</td>
</tr>
<tr>
<td></td>
<td>Construction Requirements: NA</td>
</tr>
<tr>
<td></td>
<td>Method of Measurement: Measurement for delay costs attributed to City of Hailey utilities will be based on Force Account analysis.</td>
</tr>
<tr>
<td></td>
<td>Basis of Payment: Additional Work at Agreed Prices C031</td>
</tr>
<tr>
<td></td>
<td>City Utility Delay Compensation 3837.48 CA @ $1.00/CA = $3,837.48</td>
</tr>
<tr>
<td></td>
<td>Total Est. Increase = $3,837.48</td>
</tr>
</tbody>
</table>

Attachments (list documents supporting change):

See attached Force Account Summary sheets.

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Nonagreement on pricing of proposed change.
☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.
City of Halley  
2012 Woodside Boulevard Reconstruction  
Document 00940

**Estimated change in Contract Price and Contract Times:**  

<table>
<thead>
<tr>
<th>Contract Price</th>
<th>$3,837.48</th>
<th><strong>(increase)/decrease</strong></th>
<th>Contract Time</th>
<th>0</th>
<th><strong>(increase)/decrease</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommended for Approval by Engineer:</td>
<td>Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorized for Owner by:</td>
<td>Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Received for Contractor by:</td>
<td>Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Received by Funding Agency (if applicable):</td>
<td>Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: 4/10/2013
City of Hailey  
2012 Woodside Boulevard Reconstruction  
Document 00941

Change Order  
No. 031

Date of issuance: 4/10/2013  
Effective Date: 4/10/2013

Project: Woodside Boulevard  
Owner: City of Hailey  
Owner's Contract No.: TDGII-C-07 DTFH61-11-G-00001

Contract: Woodside Boulevard Reconstruction  
Transportation Investment Generating Economic Recovery (TIGER) II Discretionary Grant  
Date of Contract: JANUARY 2012

Contractor: Knife River – Northwest  
Engineer's Project No.: 83-11-020

The Contract Documents are modified as follows upon execution of this Change Order:

City Utility Delay Compensation  
Description: It has been determined through the review of project records that Knife River is eligible for additional project compensation from the City of Hailey due to delays in project work caused by City utilities. The delay costs that have been reviewed and determined to be justifiable have been quantified via force account analysis as depicted on the attached Force Account Summary sheets.

Materials: NA

Construction Requirements: NA

Method of Measurement: Measurement for delay costs attributed to City of Hailey utilities will be based on Force Account analysis.

Basis of Payment:  
Additional Work at Agreed Prices CO31

City Utility Delay Compensation 3837.48 CA @ $1.00/CA = $3,837.48

Total Est. Increase = $3,837.48

Attachments: (List documents supporting change):
See WC031-City Utility Delay Compensation, See Force Account Summary sheets.

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price:</td>
<td>Original Contract Times:</td>
</tr>
<tr>
<td>$ 4,232,884.05</td>
<td>☐ Working days</td>
</tr>
<tr>
<td></td>
<td>☐ Calendar days</td>
</tr>
<tr>
<td></td>
<td>Substantial completion (days or date): Oct. 16, 2012</td>
</tr>
<tr>
<td></td>
<td>Ready for final payment (days or date): Nov. 30, 2012</td>
</tr>
</tbody>
</table>

| Increase/Decrease from previously approved Change Orders No. 0 to No. 30: |
| $280,021.67

| Contract Price prior to this Change Order: |
| $ 4,512,905.72

| Increase/Decrease of this Change Order: |
| $3,837.48

| Contract Price incorporating this Change Order: |
| $ 4,516,743.20

| [Increase] [Decrease] of this Change Order: |
| Substantial completion (days or date): Oct. 20, 2012 |
| Ready for final payment (days or date): Nov. 30, 2012 |

| [Increase] [Decrease] of this Change Order: |
| Substantial completion (days or date): Oct. 20, 2012 |
| Ready for final payment (days or date): Nov. 30, 2012 |

| Contract Times with all approved Change Orders: |
| Substantial completion (days or date): Oct. 20, 2012 |
| Ready for final payment (days or date): Nov. 30, 2012 |

2010 ISPWC 00941 – Modified from EJCDC C-941 Change Order  
Page 1 of 2
## Force Account Summary

**Before completing, see instructions.**

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Date</th>
<th>Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDGII-C07, DTF61-11-G-00001</td>
<td>February 25, 2013</td>
<td>of</td>
</tr>
</tbody>
</table>

### Key Number
- Contractor: KNIFE RIVER
- Subcontractor(s): CITY WATER

### Type of Work
- **UTILITY CONFLICTS**

<table>
<thead>
<tr>
<th>Description</th>
<th>(A) Prime</th>
<th>(B) Subcontractor(s)</th>
<th>Remarks/Final Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor From ITD 0370 Forms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. City Water BD Pipe Crew 6/28/12</td>
<td>432.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. City Water BD Pipe Crew 7/3/12</td>
<td>865.51</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. City Water BD Pipe Crew 7/9/12</td>
<td>432.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Total Labor Columns A &amp; B</td>
<td></td>
<td>$1,731.01</td>
<td></td>
</tr>
<tr>
<td>Equipment Rental From ITD 0371 Forms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. City Water BD Pipe Crew 6/28/12</td>
<td></td>
<td>526.62</td>
<td></td>
</tr>
<tr>
<td>8. City Water BD Pipe Crew 7/3/2012</td>
<td></td>
<td>1,053.23</td>
<td></td>
</tr>
<tr>
<td>9. City Water BD Pipe Crew 7/9/2012</td>
<td></td>
<td>526.62</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Total Equipment Rental Columns A &amp; B</td>
<td></td>
<td>$2,106.47</td>
<td></td>
</tr>
<tr>
<td>Materials From ITD 0372 Forms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Total Materials Columns A &amp; B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Professional Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Total Lines 6, 12, 18, &amp; 19</td>
<td></td>
<td>3,837.48</td>
<td></td>
</tr>
<tr>
<td>21. Prime Overhead and Profit on Line 20(B)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22. Total Lines 20 &amp; 21</td>
<td></td>
<td>3,837.48</td>
<td></td>
</tr>
<tr>
<td>23. Sheet Total (Line 22 Columns A + B)</td>
<td></td>
<td></td>
<td>$3,837.48</td>
</tr>
<tr>
<td>24. Total from Sheet Number(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25. Cumulative Total (Lines 23+24)</td>
<td></td>
<td></td>
<td>$3,837.48</td>
</tr>
</tbody>
</table>

**Prepared By:**
- TCS
  - Date: 2/14/2013

**Checked By:**
- DCE
  - Date: 2/25/2013

**Verified By:**
- Date: 2/25/2013

**Distribution:**
- Original (white) and copy (yellow) to Contractor, with original returned to ITD after Contractor verification
- Copy (pink) is retained by ITD until the original is returned
# Labor Weekly Force Account

**Project Number:** TDGII-C07, DTFH61-11-G-00001  
**Contractor:** KNIFE RIVER  
**Type of Work:** City Water BD Pipe Crew 6/28/12  
**Week Ending Date:** 6/28/2012  
**Sheet:** 1 of

## Name and Classification

<table>
<thead>
<tr>
<th>Name</th>
<th>Classification</th>
<th>Hours Worked on Dates Listed (MM/DD)</th>
<th>Total R Hours</th>
<th>Total OT Hours</th>
<th>Rate</th>
<th>Amount</th>
<th>Rate</th>
<th>Amount</th>
<th>Expense</th>
<th>Prorate</th>
<th>Amount</th>
</tr>
</thead>
</table>

**Prepared By:**  
**Date:**  
**Hours Shown Are Agreeable to Both Parties as Evidenced by Daily Initials:**

**Contractor's Agent:**  
$231.24

**Checked By:**  
**Date:**  
**Payroll Insurance & Taxes (See Instructions):**

34.99% x 231.24 = $80.70

ITD's Agent:  

**Total Labor Amount:** $231.24

**Total Fringe:** $58.10

**Total Travel/Subsistence:**

**(12) Payroll Insurance & Taxes (See Instructions):** $80.70

**Total of Items (11+16):** $289.34

**(13) 6% Markup on Item 12 Amount:** $4.84

**(14) Total of Items (12 & 13):** $85.54

**(15) Total Fringe:** $57.87

**(16) Total Travel/Subsistence:** $432.75

**(17) Total of Items (11+16):** $289.34

**(18) 20% Markup on Item 17:** $57.87

**(19) Sheet Total (14+16+17+18):** $432.75

**Comments:**
### Labor Weekly Force Account

**Project Number:** TDGII-C07, DTFH61-11-G-00001  
**Type of Work:** City Water BD Pipe Crew 7/3/12  
**Week Ending Date:** 7/3/2012

<table>
<thead>
<tr>
<th>Name and Classification</th>
<th>Hours Worked on Dates Listed (MM/DD)</th>
<th>Labor</th>
<th>Fringe</th>
<th>Travel/Subsistence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6/27</td>
<td>6/28</td>
<td>6/30</td>
<td>7/1</td>
</tr>
<tr>
<td><strong>Billy Davis</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Angel Villanueva</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Steven Newton</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Don Lauby</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Prepared By:**  
**Checked By:**  
**Posted By:**

**Hours Shown Are Agreeable to Both Parties as Evidenced by Daily Initials**

- **Contractor's Agent:**
- **ITU's Agent:**

<table>
<thead>
<tr>
<th>(11) Total Labor Amount</th>
<th>(15) Total Fringe</th>
<th>(16) Total Travel/Subsistence</th>
</tr>
</thead>
<tbody>
<tr>
<td>$462.48</td>
<td></td>
<td>$116.20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(12) Payroll Insurance &amp; Taxes (See Instructions)</th>
<th>(17) Total of Items (11+15)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$161.41</td>
<td>$578.68</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(13) 6% Markup on Item 12 Amount</th>
<th>(18) 20% Markup on Item 17</th>
<th>(19) Sheet Total (14+16+17+18)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$9.68</td>
<td>$115.74</td>
<td>$865.51</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(14) Total of Items (12 &amp; 13)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$171.09</td>
</tr>
</tbody>
</table>
# Labor Weekly Force Account

**Project Number**: TDGII-C07, DTFH61-11-G-00001  
**Contractor**: KNIFE RIVER  
**Type of Work**: City Water BD Pipe Crew  
**Week Ending Date**: 7/9/2012  

<table>
<thead>
<tr>
<th>Name and Classification</th>
<th>Hours Worked on Dates Listed (MM/DD)</th>
<th>Labor</th>
<th>Fringe</th>
<th>Travel/Subsistence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7/3</td>
<td>7/4</td>
<td>7/5</td>
<td>7/6</td>
</tr>
<tr>
<td><strong>Billy Davis</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Angel Villanueva</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Steven Newton</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Don Lauby</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Prepared By**:  
**Date**:  
**Contractor's Agent**:  
**Checked By**:  
**Date**:  
**ITD's Agent**:  
**Posted By**:  
**Date**:  

- **(11)** Total Labor Amount: $231.24  
- **(15)** Total Fringe: $58.10  
- **(16)** Total Travel/Subsistence:  
- **(12)** Payroll Insurance & Taxes:  
  **(See Instructions)**  
  - **(17)** Total of Items (11+15): $289.34  
- **(18)** 6% Markup on Item 12 Amount: $4.84  
- **(19)** Sheet Total (14+16+17+18): $432.75
# Equipment Weekly Force Account

**Rented or Contractor Owned**

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Key Number</th>
<th>Item No. (Change Order No.)</th>
<th>Type of Work</th>
<th>Work Authority</th>
<th>Contract Number</th>
<th>Funding Code</th>
<th>Week Ending Date</th>
<th>Sheet of</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDGII-C07, DTFH61-11-G-00001</td>
<td></td>
<td></td>
<td>City Water BD Pipe Crew 6/28/12</td>
<td></td>
<td></td>
<td></td>
<td>6/28/12</td>
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<tr>
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## Equipment Description

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<th>Make/Model/Size/Year</th>
<th>Owner Status</th>
<th>Hours Worked on Dates Listed (MM/DD)</th>
<th>(1) Total Hours</th>
<th>(2) Hourly Rate*</th>
<th>(1) x (2) Operating Amount</th>
<th>(1) x (2) Standby Amount</th>
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<tbody>
<tr>
<td>330 Cat Excavator</td>
<td></td>
<td>Rented</td>
<td>6/22 2.0 6/23 2.0 6/24 2.0 6/25 2.0 6/26 2.0 6/27 2.0 6/28 2.0</td>
<td>124</td>
<td>123.88</td>
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<td>135 Deere Excavator</td>
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**Prepared By**

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<tr>
<th>Date</th>
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**Checked By**

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**Posted By**

<table>
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<tr>
<th>Date</th>
<th>*Operating Rate = [(MR + AT) x RA x RF] x 176 + OC</th>
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<tbody>
<tr>
<td></td>
<td>Standby Rate = [(MR + AT) x RA x RF] x 176 x 1/2</td>
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</table>

**MR** = Monthly Base Rate  
**AT** = Monthly Attachment Rate  
**RA** = Rate Adjustment Factor  
**RF** = Regional Adjustment Factor  
**OC** = Operating Costs

(A) Operating Subtotal $501.54
(B) Standby Subtotal
(C) 5% of Line A $25.08
(D) 15% of Line A (If Applicable)
Sheet Total (A + B + C + D) $526.62
# Equipment Weekly Force Account

**Rented or Contractor Owned**

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Make/Model/Size/Year</th>
<th>Key Number</th>
<th>Project Number</th>
<th>Work Authority</th>
<th>Contract Number</th>
<th>Funding Code</th>
<th>Type of Work</th>
<th>Week Ending Date</th>
<th>Sheet</th>
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<tr>
<td>350 Cat Excavator</td>
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<td>OPER</td>
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<td>City Water BD Pipe Crew 7/3/2012</td>
<td>7/3/12</td>
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<td>135 Deere Excavator</td>
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<td>OPER</td>
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</tr>
<tr>
<td>624 J Deere Loader</td>
<td></td>
<td>OPER</td>
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<td></td>
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<table>
<thead>
<tr>
<th>Hours Worked on Dates Listed (MM/DD)</th>
<th>(1) Total Hours</th>
<th>MR</th>
<th>AT</th>
<th>RA</th>
<th>RF</th>
<th>OC</th>
<th>(2) Hourly Rate*</th>
<th>(1) x (2) Operating Amount</th>
<th>(1) x (2) Standby Amount</th>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Prepared By**

Date

**Contractor’s Agent Daily Initials**

(A) Operating Subtotal

(B) Standby Subtotal

(C) 5% of Line A

(D) 15% of Line A (If Applicable)

Sheet Total (A + B + C + D)

$1,053.23

MR= Monthly Base Rate  AT= Monthly Attachment Rate  RA= Rate Adjustment Factor  RF= Regional Adjustment Factor  OC= Operating Costs
### Equipment Weekly Force Account

**Rented or Contractor Owned**

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Key Number</th>
<th>Item No. (Change Order No.)</th>
<th>Type of Work</th>
<th>Week Ending Date</th>
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<tr>
<td>TDGII-C07, DTFH61-11-G-00001</td>
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<th>Contractor</th>
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<th>Funding Code</th>
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<tr>
<td>KNIFE RIVER</td>
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<tr>
<th>Equipment Description</th>
<th>Make/Model/Size/Year</th>
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<th>Hours Worked on Dates Listed (MM/DD)</th>
<th>(1) Total Hours</th>
<th>(2) Hourly Rate*</th>
<th>(1) x (2) Operating Amount</th>
<th>(1) x (2) Standby Amount</th>
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<td>330 Cat Excavator</td>
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<td>OPER</td>
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<tr>
<td>624 J Deere Loader</td>
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<td>OPER</td>
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<td>OPER</td>
<td>STBY</td>
<td></td>
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</tbody>
</table>

**Prepared By**

**Date**

**Contractor's Agent Daily Initials**

(A) Operating Subtotal

(B) Standby Subtotal

(C) 5% of Line A

(D) 15% of Line A (If Applicable)

Sheet Total (A + B + C + D)

MR= Monthly Base Rate  AT= Monthly Attachment Rate  RA= Rate Adjustment Factor  RF= Regional Adjustment Factor  OC= Operating Costs
AGENDA ITEM SUMMARY

DATE: 4/15/13 DEPARTMENT: PW - Water DEPT. HEAD SIGNATURE:

SUBJECT: Motion to approve Resolution 2013-25 authorizing SPF Water Engineering scope of work for Big Wood River Valley Modeling Committee to average an annual cost of $15,000

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Idaho Dept of Water Resources has begun work on a groundwater flow model. SPF Water Engineering, Christian Petrich, is recommended to serve as our technical consultant on the Technical Advisory Committee formed by IDWR.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item #
Estimated Hours Spent to Date:
Staff Contact:
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:

Approve the contract with SPF Water Engineering for technical consultation on the groundwater flow model.

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)

15
CITY OF HAILEY
RESOLUTION NO. 2013-25

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH SPF
WATER ENGINEERING, FOR ENGINEERING SERVICES FOR BIG WOOD RIVER
VALLEY MODELING TO BE USED FOR CONJUNCTIVE ADMINISTRATION OF
GROUNDWATER AND SURFACE WATER RIGHTS

WHEREAS, the City of Hailey desires to enter into an agreement with SPF Water
Engineering under which SPF Water Engineering will perform and be responsible for Creating A
Ground Water Flow Model Which Will Show How Ground Water Impacts Surface Flow for the
City of Hailey.

WHEREAS, the City of Hailey and SPF Water Engineering 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 And
Agreement between the City of Hailey and SPF Water Engineering and that the Mayor is
authorized to execute the attached Agreement,

Passed this 15th day of APRIL, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
April 10 2013

Mr. Tom Hellen
Public Works Director
City of Hailey
115 Main Street South, Suite H
Hailey, Idaho 83333

Subject: Big Wood River Valley Modeling Committee

Dear Mr. Hellen,

SPF Water Engineering, LLC (SPF) is pleased to provide this proposal for participating in the Big Wood River Modeling Committee (MTAC) on behalf of the City of Hailey. The MTAC is being formed by the Idaho Department of Water Resources (IDWR) and the U.S. Geological Service (USGS) to support their efforts in constructing a groundwater flow model for the Big Wood River Valley. The model will almost certainly be used in some way for the conjunctive administration of groundwater and surface water rights. Possible uses could include (1) evaluating pumping impacts from various locations and depths in the valley on the Big Wood River and Silver Creek, (2) estimating lag times of seasonal pumping impacts, and (3) contributions of managed recharge.

SCOPE OF WORK

MTAC participation will likely entail the following tasks:

1. Review existing reports and information being used in the modeling process;
2. Review assumptions and data being used for model construction;
3. Review and evaluate model results;
4. Review and evaluate model uncertainty;
5. Review model documentation.

IDWR anticipates that the modeling committee will meet approximately every other month beginning on April 11, 2013 and continuing through October 2015.

ESTIMATED COSTS

SPF proposes to perform this work on a time and materials basis as detailed on the attached schedule of fees and conditions. A current hourly rate schedule is provided as Table 1. Direct costs (travel, photocopy, postage, etc.) will be billed at actual cost plus 15%. Subcontract and laboratory costs can be billed directly where appropriate.
A detailed cost estimate has not been prepared for this project. Assuming 8 hours per meeting (including travel time), 8 hours for preparation for and/or follow up after each meeting, and an average of 6 meetings per year, the cost (with mileage) could average approximately $15,000 per year. This cost could be split among two or more entities with similar interests. My understanding is that Mayor Haemmerle is exploring cost-sharing with other Wood River Valley entities.

AGREEMENT

If this proposal and the attached fees and conditions meet with your approval, it may serve as the basis for agreement by affixing a signature in the space provided below. This signature will be considered as a notice to proceed with a tentative upper budget limit of $15,000/year.

Please return one signed original to my office. We look forward to working with you on this project. Please call us if you have any questions.

Respectfully submitted,

SPF WATER ENGINEERING, LLC

Accepted By:

By Christian R. Petrich, Ph.D., P.E., P.G.
Principal Engineer/Hydrologist

CITY OF HAILEY

By

Title

Date
## Table 1—SFF Water Engineering, LLC
### SCHEDULE OF HOURLY BILLING RATES

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Title</th>
<th>2011 Billing Rate</th>
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<tr>
<td>Terry Scanlan, P.E., P.G.</td>
<td>Principal Engineer/Hydrogeologist</td>
<td>$150</td>
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<tr>
<td>Christian Petrich, Ph.D., P.E., P.G.</td>
<td>Principal Engineer/Hydrogeologist</td>
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<td>Cathy Cooper, P.E.</td>
<td>Principal Engineer</td>
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<td>Scott King, P.E.</td>
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<tr>
<td>Eric Landsberg, P.E.</td>
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<tr>
<td>Bob Hardgrove, P.E.</td>
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<td>Stuart Hurley, P.E.</td>
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<td>Kevin Boggs, P.G.</td>
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<tr>
<td>Brian Wilkinson, P.E.</td>
<td>Senior Project Engineer</td>
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<tr>
<td>Roxanne Brown</td>
<td>Senior Water Right Specialist</td>
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<tr>
<td>Mike Martin, P.E.</td>
<td>Project Engineer</td>
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<tr>
<td>Lori Graves</td>
<td>Water Right Specialist</td>
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<td>Marci Pape, P.E.</td>
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<td>Jason Thompson, P.E.</td>
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<td>Bookkeeping</td>
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<tr>
<td>Crystal Jensen</td>
<td>Administrative Support</td>
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</table>

Note: Hourly billing rates will be adjusted on January 1st each year.
SCHEDULE OF FEES AND CONDITIONS

SPF WATER ENGINEERING, LLC (SPF)

A. FEES AND PAYMENT

1. The fee for services will be based on SPF's standard hourly rates (including labor cost, overhead, and profit). Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged at actual cost plus 15% service charge to cover overhead and administration. Hourly rates are adjusted on an annual basis.

2. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.

3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within 60 days from the date of invoice, SPF may, after giving 7 days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, SPF will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due SPF pursuant to this Agreement shall be a condition precedent to OWNER using any of SPF's professional services work products furnished under this Agreement.

4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 18% per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial 30-day period following date of invoice.

B. COMMENCEMENT OF WORK. The work will be commenced immediately upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of SPF for more than 60 days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

C. MISCELLANEOUS PROVISIONS

1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY

   a) SPF will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name Owner as an additional insured on the Professional Liability, General Liability and Automobile Liability Insurance policies if specifically requested in writing.

   b) SPF asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of SPF's caliber in the same locality, and to that end SPF agrees to indemnify and hold harmless Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of SPF, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However in no event shall SPF be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder. The total aggregate of SPF's liability to all parties related to this Agreement shall not exceed $50,000, or the amount of SPF's fee, whichever is less.
c) Owner hereby understands and agrees that SPF has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Owner's premises, or in connection with or related to this project with respect to which SPF has been retained to provide professional engineering services. The compensation to be paid SPF for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold SPF, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkallies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

d) Nothing contained within this Agreement shall be construed or interpreted as requiring SPF to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring SPF to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.

e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and SPF does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability arising out of the construction.

f) SPF shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of SPF, arising out of or resulting from the same.

g) Notwithstanding other terms of this Agreement to the contrary, SPF makes no warranty, whether express or implied, as to the actual capacity or drawdown of any proposed water well(s), or the quality or temperature of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. Owner understands and agrees that SPF's responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

2. DOCUMENTS

a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of SPF, except where by law or precedent these documents become public property. Owner agrees to hold harmless, indemnify, and defend SPF, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of SPF.

b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.
c) SPF’s liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. SPF makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by SPF under this Agreement. In no event shall SPF, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.

d) Environmental Audit/Site Assessment report(s) are prepared for Owner’s sole use. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of SPF.

3. TERMINATION OR ABANDONMENT. If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on SPF’s reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse SPF for termination costs.

4. WAIVER. SPF’s waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

5. ENTIRE AGREEMENT. This Agreement, and its attachments, contains the entire understanding between Owner and SPF relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

6. SUCCESSORS AND ASSIGNS. All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

7. CONSTRUCTION ESTIMATES. Estimates of cost for the facilities considered and designed under this Agreement are prepared by SPF through exercise of its experience and judgment in applying presently available cost data, but it is recognized that SPF has no control over costs of labor and materials, or over the construction contractor’s methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that SPF cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from SPF’s cost estimates.

8. INJURY TO WORKERS. It is understood and agreed that SPF’s fee is based on SPF being named as an Additional Insured on construction contractor’s insurance policy for Comprehensive General Liability and Builders All Risk Liability, and Owner agrees to insert into all contracts for construction between Owner and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Owner and SPF from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Owner or SPF.

9. SITE VISITS. Visits to the construction site and observations made by SPF as part of services during construction under this Agreement shall not make SPF responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make SPF responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by SPF are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.
10. **ON-SITE MONITORING.** When SPF provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard Owner against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day monitoring will not, however, cause SPF to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

11. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

12. **IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL.** SPF will submit the required documents for the proposed facilities to the Idaho Department of Environmental Quality (IDEQ) for the appropriate reviews and approvals. Under no circumstances may construction begin on the proposed facilities prior to receipt of IDEQ’s written approval of the reports, plans, and specifications for the proposed facilities. As professional engineers, SPF’s employees are obligated to report to IDEQ any construction that begins prior to receipt of the appropriate approvals.
AGENDA ITEM SUMMARY

DATE 4/15/13  DEPARTMENT: Parks  DEPT. HEAD SIGNATURE: HD

SUBJECT

Motion to approve Memorandum of Understanding with Wood River Land Trust for care and management of Lions Park riparian area and gazebo.  

AUTHORITY:  □ ID Code 50-1017  □ IAR  □ City Ordinance/Code

BACKGROUND:

The Wood River Land Trust has invested more than $2 million in riparian area restoration, bridge, and gazebo on the Draper Preserve and Hailey City Property adjacent to the Lions Park ball field.

Users of the area will be interested in reserving the gazebo, which sits on Hailey property, for weddings and other events.

WRLT is interested in protecting their investment and the sensitive riparian area. They welcome any opportunity to converse with users of the area as an opportunity to further protect and draw interest to the area.

WRLT therefore is interested in handling the reservations for the area. As Lions Park is outside the city limits, Hailey’s ordinances governing park reservations don’t apply.

Hailey and WRLT have drafted a Memorandum of Understanding to govern the management of the riparian area and gazebo.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item #  YTD Line Item Balance $

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 approve Memorandum of Understanding with Wood River Land Trust for care and management of Lions Park riparian area and gazebo

FOLLOW UP NOTES:
CITY OF HAILEY
RESOLUTION NO. 2013-26

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH WOOD RIVER
LAND TRUST REGARDING THE LIONS PARK PAVILION.

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with Wood River Land Trust under which the Wood River Land Trust will include a collaborative work agreement for grounds around Lions Park entrance, maintenance of the grounds and events held at the pavilion area.

WHEREAS, the City of Hailey and Wood River Land Trust have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and Wood River Land Trust and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

_____________________________
Fritz X. Haemmerle, Mayor

ATTEST:

_____________________________
Mary Cone, City Clerk
Permit Application: The Pavilion at Lions Park

Wood River Land Trust is a 501c3 non-profit which works to protect and restore land, water and wildlife habitat in the Wood River Valley and its surrounding areas. We work cooperatively with private landowners and local communities to ensure these areas are protected now and for future generations. We welcome the opportunity to work with the City of Hailey and for you to use the Pavilion, Bridge and Boardwalk areas for your event.

Type of Event: ________________________________

Date(s) of Use: ___________ Time(s) of Use: ___________ # of People: ______

Name: ______________________________________

Mailing Address ______________________________________

Phone #: ___________________ Phone #: ___________________

Email: ______________________________________

- The area will be reserved for you when application has been received and confirmed by the WRLT.
- As a courtesy to our partners, and the residents of Hailey, you shall, we would like you to call the City of Hailey at __________________ to notify them in advance of the date and time if amplified sound will be used. Amplified sound will be directed to the west.
- Events over 250 people and events with including vendor or alcohol sales, needing traffic control &/or street closures will be permitted only upon execution of an or subject to a proprietary agreement with the City of Hailey.
- Permitted event times are between dawn and dusk.
- A restroom is optional for up to 50 people and required for more than 50-250 people.
- Trash pick-up and trash disposal will be the responsibility of the applicant.
- A separate and refundable deposit check of $100 with this application will reserve your date and will be returned to you after the event. A $35/hour maintenance fee will be charged against this refundable deposit for any cleanup required by the WRLT.

Minimum Donation (this donation is not tax deductible)

<table>
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<tr>
<th>Event Type</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Organized Private event up to 24 people</td>
<td>$25.00</td>
</tr>
<tr>
<td>Organized Private Event for 25 – 50 people</td>
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<tr>
<td>Organized Private Event for 51 – 99 people</td>
<td>$75.00</td>
</tr>
<tr>
<td>Organized Private Event for 100 – 250 people</td>
<td>$125.00</td>
</tr>
</tbody>
</table>

Total Due: $ ________

I hereby certify the above statements to be true, complete and correct to the best of my knowledge.

Signature of Person Reserving Park: _______________________

Date: ____________________

Comment (H50Office): [_comment]
MEMORANDUM OF UNDERSTANDING
between
The WOOD RIVER LAND TRUST
and
THE CITY OF HAILEY

Regarding: Lions Park Pavilion Reservations and Maintenance

This Memorandum of Understanding ("MOU") for mutual support and assistance is hereby entered into by and between The Wood River Land Trust, hereinafter referred to as the "WRLT"; and the City of Hailey, hereinafter referred to as the “City”. The City and the WRLT may hereinafter be collectively referred to as "Parties".

1. PURPOSE: The Parties have developed a mutually beneficial cooperative plan between the period of April 15, 2013 and December 31, 2015. The WRLT would like to be the responsible party for the Pavilion at Lions Park which will include: providing a reservation system for small event use, a maintenance agreement and increasing awareness of the sensitive environment in the area. The purpose of this MOU is to provide guidelines for a collaborative work agreement between the WRLT and the City that is equitable to all parties.

2. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

- WRLT Responsibilities:
  - Administer the reservation of the Pavilion and adjacent areas (see attached map showing area of WRLT responsibility).
  - Provide a reservation system for WRLT permitted events which includes a permit application for events under 250 people (see attached permit application). If event request is for greater than 250, the applicant would be required to file for and receive approval from the City of Hailey for a Special Event Application (consistent with Hailey Municipal Code Section 12.12.040). Regardless of the size of the event, if any event includes street closures, alcohol sales, vendor sales or traffic control, a Special Event Application with the City of Hailey would be required.
  - Provide cost of all labor associated with the reservation, maintenance and signage/education of the area.
  - Maintenance of Pavilion and adjacent areas:
    - Provide a rustic table and benches for rain protected use.
    - Installation of a sign on or near the Pavilion, which provides notification to on contacting the WRLT for reservations of the Pavilion and adjacent areas.
• Provide for a trash can for waste disposal to be located near the Pavilion during the dry season and at the NE corner of the ball field when the driveway to the Pavilion is closed.

• Coordinate with the Chamber of Commerce for the permitted camping at Lions Park during the following events: Fourth of July, Northern Rockies Folk Festival and the Trailing of the Sheep Festival. Area of camping is noted on attachment and will be regulated and supervised by the Chamber of Commerce.

• Coordinate with the softball league (Mike Beal) their seasonal use (early June to mid-August) of the softball field for weekday use and local/regional tournament events.

City Responsibilities

• Watering, maintenance and mowing of Pavilion and adjacent area will be continued by the City of Hailey.

• Will provide standard size trash bags and pick up of trash as requested by WRLT on Mondays, Wednesdays, Fridays and Saturdays for duration of MOU. This is to be billed to the WRLT at an annual rate of $200.00 per garbage can.

3. MUTUAL INDEMNIFICATION

The WRLT, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of City or any officers, agents or employees thereof, and City hereby covenants and agrees to hold and save the WRLT and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the WRLT, its officers, agents, or employees, by reasons of any acts or failures to act on the part of City, its officers, agents or employees in the performance of the duties required by the terms of this MOU. The City, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of WRLT or any officers, agents or employees thereof, and WRLT hereby covenants to hold and save City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against City, its officers, agents, or employees by reason of any acts or failures to act on the part of the WRLT, its officers, agents, or employees in the performance of the duties required by the terms of this MOU Agreement.

4. TERMS AND TERMINATION

Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed.
5. APPROVALS:

THE PARTIES HERETO have executed this instrument.

______________________________  __________________________
City of Hailey Mayor       Date

______________________________
Attest:
City of Hailey Clerk

______________________________  __________________________
Scott Boettger               Date
Wood River Land Trust
AGENDA ITEM SUMMARY

DATE 4/15/13  DEPARTMENT: Parks  DEPT. HEAD SIGNATURE: HD

SUBJECT

AUTHORITY: ☐ ID Code 50-1017  ☐ IAR  ☐ City Ordinance/Code

Motion to approve Memorandum of Understanding with Lily & Fern for care of Jimmy’s Garden under the Adopt-A-Park program with Resolution 2013-27

BACKGROUND:

Hailey’s Adopt-A-Park program is off to its second year. This year, we have put together agreements so both parties more clearly know what to expect from one another.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item #  YTD Line Item Balance $

The program offers a great financial value to the city. Last year one of the Adopter’s quantified their contributions at a value over $8000.

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 approve Memorandum of Understanding with Lily & Fern for care of Jimmy’s Garden under the Adopt-A-Park program

FOLLOW UP NOTES:
CITY OF HAILEY
RESOLUTION NO. 2013-27

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH LILY & FERN,
LLC REGARDING THE ADOPT A PARK PROGRAM FOR JIMMY’S GARDEN.

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with LILY & FERN, LLC under which the LILY & FERN, LLC will provide landscaping maintenance of the grounds at Jimmy’s Garden.

WHEREAS, the City of Hailey and LILY & FERN, LLC have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and LILY & FERN, LLC and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING

Lily & Fern, LLC and the CITY OF HAILEY

Adopt a Park Program for Jimmy’s Garden

This Memorandum of Understanding ("MOU") is entered into by Lily & Fern, LLC (Lily & Fern) and the City of Hailey ("City") this ___ day of April, 2013.

RECITALS

A. The City is the owner of several city parks, including Jimmy’s Garden, and has established a maintenance program for various city parks ("Adopt a Park Program").

B. Lily & Fern is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Jimmy’s Garden.

C. Subject to the terms and conditions of this MOU, the City and Lily & Fern wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Lily & Fern.

DUTIES AND RESPONSIBILITIES

Lily & Fern shall:

1. Mow and trim once a week on Mondays.
2. Perform spring clean-up maintenance as needed, including turf maintenance and clean-up of beds and gardens.
3. Trim and prune perennials and shrubs as needed.
4. Oversee the health of the vegetation of Jimmy’s Garden and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
5. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
6. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.
City shall:

1. Maintain all park equipment and buildings.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey’s irrigation rules by irrigating at night on odd numbered calendar days.
3. Prune trees when needed.
4. Empty all garbage and dog pots.
5. Apply fertilizers and herbicides as needed to maintain health of the park.
6. Post notice of intent to apply fertilizer or herbicide prior to application.
7. Close area to the public prior to treating with fertilizer or herbicides.
8. Give prior notices of organized park activities to Annie Cowden 788-3543 lilyandfern@cox.net
9. Inspect the park periodically for damage caused by heavy use.
10. Install a 2’ x 3’ foot sign with the Lily & Fern logo and contact information at the entrance to the park.
11. Promote exposure to Lily & Fern during events in the maintained area, and during other city events.
12. Give recognition through exposure in the local newspaper and the City’s Our Town newsletter.
13. Allow hosted events with no fee to Lily & Fern for company events in city parks.

Lily & Fern and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
   A. Lily & Fern shall perform labor for agreed upon cooperative projects at a $___/hour rate, and provide an invoice to City for such costs.
   B. City shall provide supplies and materials to agreed upon projects.
   C. City shall produce a purchase order for supplies and materials.

Lily & Fern and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.

Lily & Fern LLC

Date

Mayor, City of Hailey

Date
AGENDA ITEM SUMMARY

DATE 4/15/13

DEPARTMENT: Parks

DEPT. HEAD SIGNATURE: HD

SUBJECT

AUTHORITY: [ ] ID Code 50-1017 [ ] IAR [ ] City Ordinance/Code

Motion to approve Memorandum of Understanding with Katherine Nobel and Associates for care of JC Fox Demonstration Park under the Adopt-A-Park program with Resolution 2013-28

BACKGROUND:

Hailey’s Adopt-A-Park program is off to its second year. This year, we have put together agreements so both parties more clearly know what to expect from one another.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # ___________________ YTD Line Item Balance $ ___________________

The program offers a great financial value to the city. Last year one of the Adopter’s quantified their contributions at a value over $8000.

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 approve Memorandum of Understanding with Katherine Nobel and Associates for care of JC Fox Demonstration Park under the Adopt-A-Park program

FOLLOW UP NOTES:
CITY OF HAILEY
RESOLUTION NO. 2013-28

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH KATHERINE
NOBLE AND ASSOCIATES REGARDING THE ADOPT A PARK PROGRAM FOR
J.C. FOX DEMONSTRATION GARDEN.

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding
with KATHERINE NOBLE AND ASSOCIATES under which the KATHERINE NOBLE AND
ASSOCIATES will provide landscaping maintenance of the grounds at J.C. Fox Demonstration
Garden.

WHEREAS, the City of Hailey and KATHERINE NOBLE AND ASSOCIATES have
agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of
Understanding between the City of Hailey and KATHERINE NOBLE AND ASSOCIATES and
that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING

Katherine Noble & Associates and the CITY OF HAILEY

Adopt a Park Program for J.C. Fox Demonstration Garden

This Memorandum of Understanding ("MOU") is entered into by Katherine Noble & Associates (Noble) and the City of Hailey ("City") this 15th day of April, 2013.

RECITALS

A. The City is the owner of several city parks, including J.C. Fox Demonstration Garden, and has established a maintenance program for various city parks ("Adopt a Park Program").

B. Noble is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain J.C. Fox Demonstration Garden.

C. Subject to the terms and conditions of this MOU, the City and Noble wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Noble.

DUTIES AND RESPONSIBILITIES

Noble shall:

1. Perform maintenance as needed, including beds and gardens.
2. Trim and prune perennials and shrubs as needed.
3. Oversee the health of the vegetation of J.C. Fox Demonstration Garden and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
4. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
5. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.
City shall:

1. Maintain all park equipment and buildings.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey’s irrigation rules by irrigating at night on odd numbered calendar days.
3. Prune trees when needed.
4. Empty all garbage and dog pots.
5. Apply fertilizers and herbicides as needed to maintain health of the park.
6. Post notice of intent to apply fertilizer or herbicide prior to application.
7. Close area to the public prior to treating with fertilizer or herbicides.
8. Give prior notices of organized park activities to Katherine Noble 720-5975 knobelflwr@cox.net
9. Inspect the park periodically for damage caused by heavy use.
10. Install a 2’ x 3’ foot sign with the Noble logo and contact information at the entrance to the park.
11. Promote exposure to Noble during events in the maintained area, and during other city events.
12. Give recognition through exposure in the local newspaper and the City’s Our Town newsletter.
13. Allow hosted events with no fee to Noble for company events in city parks.

Nobel and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
   A. Noble shall perform labor for agreed upon cooperative projects at a $____/hour rate, and provide an invoice to City for such costs.
   B. City shall provide supplies and materials to agreed upon projects.
   C. City shall produce a purchase order for supplies and materials.

Nobel and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.

Katherine Noble & Associates

______________________________
Katherine Noble & Associates

______________________________
Date

Mayor, City of Hailey
Date
Commercial General Liability Declarations

Basis: Occurrence

Named Insured
KATHY NOBLE DBA
KATHY NOBLE & ASSOCIATES

Agent
(208) 788-1100
WOOD RIVER INSURANCE INC

SUMMARY OF LIMITS AND CHARGES

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<th>Commercial General Liability Limits of Insurance</th>
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Total Advance Charges: $722.00
Note: This is not a bill

To report a claim, call your Agent or 1-800-269-0930
AGENDA ITEM SUMMARY

DATE 4/15/13 DEPARTMENT: Parks DEPT. HEAD SIGNATURE: HD

SUBJECT

AUTHORITY: □ ID Code 50-1017 □ IAR □ City Ordinance/Code

Motion to approve Memorandum of Understanding with Evergreen Landscaping for care of McKercher Park under the Adopt-A-Park program

BACKGROUND:

Hailey’s Adopt-A-Park program is off to its second year. This year, we have put together agreements so both parties more clearly know what to expect from one another.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # YTD Line Item Balance $

The program offers a great financial value to the city. Last year one of the Adopter’s quantified their contributions at a value over $8000.

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 approve Memorandum of Understanding with Evergreen Landscaping for care of McKercher Park under the Adopt-A-Park program

FOLLOW UP NOTES:
CITY OF HAILEY
RESOLUTION NO. 2013-29

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH EVERGREEN
LANDSCAPING REGARDING THE ADOPT A PARK PROGRAM FOR MCKERCHER
PARK.

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding
with EVERGREEN LANDSCAPING under which the EVERGREEN LANDSCAPING will
provide landscaping maintenance of the grounds at McKercher Park.

WHEREAS, the City of Hailey and EVERGREEN LANDSCAPING have agreed to the
terms and conditions of the Memorandum of Understanding, 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 Memorandum of
Understanding between the City of Hailey and EVERGREEN LANDSCAPING and that the
Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING

Evergreen Landscaping and the CITY OF HAILEY

Adopt a Park Program for McKercher Park

This Memorandum of Understanding ("MOU") is entered into by Evergreen Landscaping (Evergreen) and the City of Hailey ("City") this 10th day of April, 2013.

RECITALS

A. The City is the owner of several city parks, including McKercher Park, and has established a maintenance program for various city parks ("Adopt a Park Program").

B. Evergreen is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain McKercher Park.

C. Subject to the terms and conditions of this MOU, the City and Evergreen wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Evergreen.

DUTIES AND RESPONSIBILITIES

Evergreen shall:

1. Mow and trim once a week on Monday or Tuesday.
2. Perform spring clean-up maintenance as needed prior to seasonal irrigation system start-up.
3. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey’s irrigation rules by irrigating at night on odd numbered calendar days.
4. Blow out the sprinkler system at the end of the irrigation season before October 31, under city oversight.
5. Oversee the health of the vegetation of McKercher Park and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
6. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
7. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

City shall:

1. Maintain all playground equipment and buildings.
2. Prune trees, bushes and flowers when needed.
3. Empty all garbage and dog pots, and clean bathrooms.
4. Apply fertilizers and herbicides as needed to maintain health of the park.
5. Post notice of intent to apply fertilizer or herbicide prior to application.
6. Close area to the public prior to treating with fertilizer or herbicides.
7. Give prior notices of organized park activities to Evergreen Landscaping 726-5267
tom@evergreen5b.com
8. Inspect the park after each major event for damage caused by the event.
9. Install a 2’ x 3’ foot sign with the Evergreen Landscaping logo and contact information at the entrance to the park.
10. Promote exposure to Evergreen during events in the maintained area, and during other city events.
11. Give recognition through exposure in the local newspaper and the City’s Our Town newsletter.
12. Allow hosted events with no fee to Evergreen for company events in city parks.

Evergreen and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and activities additional to those outlined previously in this agreement when possible.
   A. Evergreen shall perform labor for agreed upon cooperative projects at a $24.50/hour rate, and provide an invoice to City for such costs.
   B. City shall provide supplies and materials to agreed upon projects.
   C. City shall produce a purchase order for supplies and materials.

Evergreen and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.

[Signature]
Evergreen Landscaping

4/10/2013
Date

Mayor, City of Hailey

Date
AGENDA ITEM SUMMARY

DATE 4/15/13
DEPARTMENT: Parks
DEPT. HEAD SIGNATURE: HD

SUBJECT

Motion to approve Memorandum of Understanding with Clearwater Landscaping for care of Keefer Park sports fields under the Adopt-A-Park program Resolution 2013-30

AUTHORITY: □ ID Code 50-1017 □ IAR □ City Ordinance/Code

BACKGROUND:

Hailey's Adopt-A-Park program is off to its second year. This year, we have put together agreements so both parties more clearly know what to expect from one another.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _________ YTD Line Item Balance $___________

The program offers a great financial value to the city. Last year one of the Adopter's quantified their contributions at a value over $8000.

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 approve Memorandum of Understanding with Clearwater Landscaping for care of Keefer Park sports fields under the Adopt-A-Park program

FOLLOW UP NOTES:
CITY OF HAILEY
RESOLUTION NO. 2013-30

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH
CLEARWATER LANDSCAPING REGARDING THE ADOPT A PARK PROGRAM
FOR KEEFER PARK.

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding
with CLEARWATER LANDSCAPING under which the CLEARWATER LANDSCAPING
will provide landscaping maintenance of the grounds at Keefer Park.

WHEREAS, the City of Hailey and CLEARWATER LANDSCAPING have agreed to
the terms and conditions of the Memorandum of Understanding, 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 Memorandum of
Understanding between the City of Hailey and CLEARWATER LANDSCAPING and that the
Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING

Clearwater Landscaping and the CITY OF HAILEY

Adopt a Park Program for Keefer Park

This Memorandum of Understanding ("MOU") is entered into by Clearwater Landscaping (Clearwater) and the City of Hailey ("City") this ___ day of April, 2013.

RECITALS

A. The City is the owner of several city parks, including Keefer Park, and has established a maintenance program for various city parks ("Adopt a Park Program").

B. Clearwater is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Keefer Park.

C. Subject to the terms and conditions of this MOU, the City and Clearwater wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Clearwater.

DUTIES AND RESPONSIBILITIES

Clearwater shall:

1. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey’s irrigation rules by irrigating at night on even numbered calendar days.
2. Blow out the sprinkler system at the end of the irrigation season before October 31, under city oversight.
3. Apply fertilizers and herbicides as needed to restore health of the park, and provide MSDS information to City.
4. Notify City of Hailey two weeks in advance of intent to fertilize or apply herbicides.
5. Post notice provided by City of Hailey of intent to apply fertilizer or herbicide prior to application, along with MSDS information.
6. Close area to the public prior to treating with fertilizer or herbicides.
7. Oversee the health of the vegetation of Keefer Park and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to
Kelly Schwarz 309-1365  kelly.schwarz@haileycityhall.org.
8. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
9. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance,
   unemployment insurance, health insurance and retirement benefits for its employees.

City shall:

1. Mow and trim once a week on __________.
2. Maintain all playground equipment and buildings.
3. Prune trees, bushes and flowers when needed.
4. Empty all garbage and dog pots, and clean bathrooms.
5. Give prior notices of organized park activities to Matt Hoskins 788-5486
   mhoskins@clearwaterlandscaping.com
6. Inspect the park after each major event for damage caused by the event.
7. Install a 2’ x 3’ foot sign with the Clearwater Landscaping logo and contact information at the entrance
   to the park.
8. Promote exposure to Clearwater during events in the maintained area, and during other city events.
9. Give recognition through exposure in the local newspaper and the City’s Our Town newsletter.
10. Allow hosted events with no fee to Clearwater for company events in city parks.

Clearwater and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and
   adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and activities additional to those outlined previously in this agreement
   when possible.
   A. Clearwater shall perform labor for agreed upon cooperative projects at a $____/hour rate,
      and provide an invoice to City for such costs.
   B. City shall provide supplies and materials to agreed upon projects.
   C. City shall produce a purchase order for supplies and materials.

Clearwater and the City will review this MOU one year after signing to determine adequacy. If it is determined
that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised
if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best
interests of the public, either party can terminate it with 30 advance days written notice.

__________________________  _________________________  ____________________________
Clearwater Landscaping                              Date

__________________________  _________________________  ____________________________
Mayor, City of Hailey                                 Date
AGENDA ITEM SUMMARY

DATE 4/15/13  DEPARTMENT: Parks  DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Memorandum of Understanding with Swenke Landscaping for care of Skate Park under the Adopt-A-Park program

W/J Resolution 2013-31

AUTHORITY: ☐ ID Code 50-1017  ☐ IAR  ☐ City Ordinance/Code

BACKGROUND:

Hailey's Adopt-A-Park program is off to its second year. This year, we have put together agreements so both parties more clearly know what to expect from one another.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item #  YTD Line Item Balance $ 

The program offers a great financial value to the city. Last year one of the Adopter’s quantified their contributions at a value over $8000.

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 approve Memorandum of Understanding with Swenke Landscaping for care of Skate Park under the Adopt-A-Park program

FOLLOW UP NOTES:
CITY OF HAILEY
RESOLUTION NO. 2013-31

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH SWENKE
LANDSCAPE COMPANY REGARDING THE ADOPT A PARK PROGRAM FOR THE
SKATE PARK.

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding
with SWENKE LANDSCAPE COMPANY under which the SWENKE LANDSCAPE
COMPANY will provide landscaping maintenance of the grounds at Skate Park.

WHEREAS, the City of Hailey and SWENKE LANDSCAPE COMPANY have agreed
to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of
Understanding between the City of Hailey and SWENKE LANDSCAPE COMPANY and that
the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

__________________________
Fritz X. Haemmerle, Mayor

ATTEST:

__________________________
Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING

Swenke Landscape Company and the CITY OF HAILEY

Adopt a Park Program for Hailey Skatepark

This Memorandum of Understanding ("MOU") is entered into by Swenke Landscape Company (Swenke) and the City of Hailey ("City") this 15th day of April, 2013.

RECITALS

A. The City is the owner of several city parks, including Hailey Skatepark, and has established a maintenance program for various city parks ("Adopt a Park Program").

B. Swenke is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Hailey Skatepark.

C. Subject to the terms and conditions of this MOU, the City and Swenke wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Swenke.

DUTIES AND RESPONSIBILITIES

Swenke shall:

1. Mow and trim once a week on Friday.
2. Perform spring clean-up maintenance as needed, including thatching and turf maintenance, clean-up of beds, and concrete bowl blow out.
3. Apply a fertilizer and herbicide at least twice a year as needed, using chemicals and products provided by the City of Hailey.
4. Notify City of Hailey two weeks in advance of intent to fertilize or apply herbicides.
5. Post notice provided by City of Hailey of intent to apply fertilizer or herbicide prior to application.
6. Close area to the public prior to treating with fertilizer or herbicides.
7. Oversee the health of the vegetation of Hailey Skatepark and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
8. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
9. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

City shall:

1. Maintain all playground equipment and buildings.
2. Prune trees, bushes and flowers when needed.
3. Empty all garbage and dog pots, and clean bathrooms.
4. Give prior notices of organized park activities to Mark Swenke 720-4198 mswenke@mindspring.com
5. Inspect the park after each major event for damage caused by the event.
6. Provide fertilizer and herbicides to Swenke for application at agreed upon times.
7. Provide notices and MSDS information to Swenke to be posted at treated site.
8. Install a 2’ x 3’ foot sign with the Swenke Landscape Company logo and contact information at the entrance to the park.
9. Promote exposure to Swenke during events in the maintained area, and during other city events.
10. Give recognition through exposure in the local newspaper and the City’s Our Town newsletter.
11. Allow hosted events with no fee to Swenke for company events in city parks.

Swenke and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
   A. Swenke shall perform labor for agreed upon cooperative projects at a $35.00/man hour rate, and provide an invoice to City for such costs.
   B. City shall provide supplies and materials to agreed upon projects.
   C. City shall produce a purchase order for supplies and materials.

Swenke and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.

Swenke Landscape Company

4-11-13
Date

Mayor, City of Hailey

Date
AGENDA ITEM SUMMARY

DATE 4/15/13  DEPARTMENT: Parks  DEPT. HEAD SIGNATURE: HD

SUBJECT

Motion to approve Memorandum of Understanding with CU Next Storm Landscaping for care of Foxmoor Park under the Adopt-A-Park program

Resolution 2013 - 32

AUTHORITY: □ ID Code 50-1017  □ IAR □ City Ordinance/Code

BACKGROUND:

Hailey’s Adopt-A-Park program is off to its second year. This year, we have put together agreements so both parties more clearly know what to expect from one another.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # YTD Line Item Balance $

The program offers a great financial value to the city. Last year one of the Adopter’s quantified their contributions at a value over $8000.

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 approve Memorandum of Understanding with CU Next Storm Landscaping for care of Foxmoor Park under the Adopt-A-Park program

FOLLOW UP NOTES:
CITY OF HAILEY
RESOLUTION NO. 2013-32

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH CU NEXT
STORM LANDSCAPING REGARDING THE ADOPT A PARK PROGRAM FOR THE
FOXMOOR PARK.

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding
with CU NEXT STORM LANDSCAPING under which the CU NEXT STORM
LANDSCAPING will provide landscaping maintenance of the grounds at Foxmoor Park.

WHEREAS, the City of Hailey and CU NEXT STORM LANDSCAPING have agreed to
the terms and conditions of the Memorandum of Understanding, 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 Memorandum of
Understanding between the City of Hailey and CU NEXT STORM LANDSCAPING and that
the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

______________________________
Fritz X. Haemmerle, Mayor

ATTEST:

______________________________
Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING

Between C-U Next Storm Landscaping (Adopter) and the CITY OF HAILEY (City)

Adopt a Park Program for Foxmoor Park

This Memorandum of Understanding (MOU) is to establish the duties and responsibilities of C-U Next Storm Landscaping and the City of Hailey relative to coordination of the Adopt a Park Program within Hailey City Parks.

This coordinating of activities between C-U Next Storm Landscaping and the City of Hailey in the area of parks maintenance will provide better service to the citizens of Hailey through increased resources, avoidance of duplication of effort by agencies, and implementation of activities consistent with purposes and policies of the City of Hailey.

DUTIES AND RESPONSIBILITIES

C-U Next Storm Landscaping shall:

1. Mow and trim once a week on Mondays.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey’s odd-even irrigation rules by irrigating at night, on odd numbered calendar days.
3. Blow out the sprinkler system at the end of the season under city oversight.
4. Oversee health of the agreed upon assets and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@halleycityhall.org.
5. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.

City of Hailey or its designee shall:

1. Maintain all playground equipment and buildings.
2. Prune trees, bushes and flowers when needed.
3. Empty all garbage and dog pots and clean bathrooms.
4. Apply a fertilizer and herbicide at least twice a year as needed.
5. Post Notice of Intent to apply fertilizer or herbicide prior to application.
6. Close area to the public prior to treating with fertilizer or herbicides.
7. Give prior notices of organized park activities to Shaun Speer 788-3202 cunextstorm@qwestoffice.net
8. Install a 2x3 foot sign with C-U Next Storm Landscaping Logo and contact information at the entrance to the park.
9. Promote exposure during events in the maintained area, or during other city events.
10. Give recognition through exposure in the local newspaper and the city’s Our Town newsletter.
11. Allow hosted events with no fee to adoptee for company events in city parks.

**C-U Next Storm Landscaping and the City of Hailey shall:**

1. Convene at least once monthly during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
   A. Adoptee shall perform labor for agreed upon cooperative projects at a $30/hour rate, and provide an invoice to City for such costs.
   B. City shall provide supplies and materials to agreed upon projects.
   C. City shall produce a purchase order for supplies and materials needed on cooperative projects.

**C-U Next Storm Landscaping and the City of Hailey** will review this Memorandum of Understanding one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the agencies and the best interests of the public, either party can terminate it with 30 days written notice.

\[\text{Signature}\]

C-U Next Storm Landscaping

\[4 - 8 - 13\]

Date

\[
\text{Mayor, City of Hailey}
\]

Date
AGENDA ITEM SUMMARY

DATE 4/15/13  DEPARTMENT: Parks  DEPT. HEAD SIGNATURE: HD

SUBJECT

Motion to approve Memorandum of Understanding with Webb Landscaping for care of Hop Porter Park under the Adopt-A-Park program

RESOLUTION 2013-33

AUTHORITY: ☐ ID Code 50-1017  ☐ IAR _________  ☐ City Ordinance/Code _______

BACKGROUND:

Hailey's Adopt-A-Park program is off to its second year. This year, we have put together agreements so both parties more clearly know what to expect from one another.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _________  YTD Line Item Balance $ _________

The program offers a great financial value to the city. Last year one of the Adopter's quantified their contributions at a value over $8000.

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 approve Memorandum of Understanding with Webb Landscaping for care of Hop Porter Park under the Adopt-A-Park program

FOLLOW UP NOTES:
CITY OF HAILEY
RESOLUTION NO. 2013-33

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH WEBB
LANDSCAPE REGARDING THE ADOPT A PARK PROGRAM FOR THE HOP
PORTER PARK.

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding
with WEBB LANDSCAPE under which the WEBB LANDSCAPE will provide landscaping
maintenance of the grounds at Hop Porter Park.

WHEREAS, the City of Hailey and WEBB LANDSCAPE have agreed to the terms and
conditions of the Memorandum of Understanding, 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 Memorandum of
Understanding between the City of Hailey and WEBB LANDSCAPE and that the Mayor is
authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING

Webb Landscape and the CITY OF HAILEY

Adopt a Park Program for Hop Porter Park

This Memorandum of Understanding ("MOU") is entered into by Webb Landscape ("Webb") and the City of Hailey ("City") this ___ day of April, 2013.

RECITALS

A. The City is the owner of several city parks, including Hop Porter Park, and has established a maintenance program for various city parks ("Adopt a Park Program").

B. Webb is local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Hop Porter Park.

C. Subject to the terms and conditions of this MOU, the City and Webb wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Webb.

DUTIES AND RESPONSIBILITIES

Webb shall:

1. Mow and trim once a week on Tuesdays.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey’s irrigation rules by irrigating at night on odd numbered calendar days.
3. Blow out the sprinkler system at the end of the irrigation season before October 31, under city oversight.
4. Apply a fertilizer and herbicide at least twice a year as needed, using chemicals and products provided by the City of Hailey.
5. Notify City of Hailey two weeks in advance of intent to fertilize or apply herbicides.
6. Post notice provided by City of Hailey of intent to apply fertilizer or herbicide prior to application.
7. Close area to the public prior to treating with fertilizer or herbicides.
8. Oversee the health of the vegetation of Hop Porter Park and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
9. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.

**City shall:**

1. Maintain all playground equipment and buildings.
2. Prune trees, bushes and flowers when needed.
3. Empty all garbage and dog pots, and clean bathrooms.
4. Give prior notices of organized park activities to Brian Ros 720-8014 brianros@webbland.com
5. Inspect the park after each major event for damage caused by the event.
6. Provide fertilizer and herbicides to Webb for application at agreed upon times.
7. Provide notices and MSDS information to Webb to be posted at treated site.
8. Install a 2’ x 3’ foot sign with the Webb Landscape Logo and contact information at the entrance to the park.
9. Promote exposure to Webb during events in the maintained area, and during other city events.
10. Give recognition through exposure in the local newspaper and the City’s Our Town newsletter.
11. Allow hosted events with no fee to Webb for company events in city parks.

**Webb and the City shall:**

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
   A. Webb shall perform labor for agreed upon cooperative projects at a $55/hour rate, and provide an invoice to City for such costs.
   B. City shall provide supplies and materials to agreed upon projects.
   C. City shall produce a purchase order for supplies and materials.

**Webb and the City** will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.

Webb Landscape  

Date

Mayor, City of Hailey  

Date

60
AGENDA ITEM SUMMARY

DATE: 4/15/13 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: ____________________________

SUBJECT: Motion to approve Resolution 2013-34 declaring street equipment, including a 1987
Champion 740A Grader and a Volvo L35 Mini-Loader as surplus property for trade-in on a new equipment
lease, at trade in value of $70,000 and $30,000, respectively

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This agenda item is in conjunction with the proposed 5 year lease with Central Equipment Co. for
2 new Liebherr L528 mid-sized loaders. This equipment would be used for trade-in value towards the new
lease.

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-___ and authorize the mayor to sign.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date __________________________

City Clerk __________________________

FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: Record Copies (all info.): Instrument #
*Additional/Exceptional Originals to: __________________________
(Copies (AIS only)
RESOLUTION NO 2013-34
SURPLUS PROPERTY

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY IDENTIFYING SURPLUS PROPERTY WITHIN THE HAILEY STREET DEPARTMENT AND AUTHORIZING THE USE OF SAID SURPLUS PROPERTY FOR TRADE-IN VALUE FOR NEW EQUIPMENT

WHEREAS The City Clerk of the City of Hailey, Idaho is requesting that the following fixed assets be designated as surplus as the assets are obsolete and are no longer required to conduct Street Department business, as new equipment will be acquired.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hailey, Idaho that the following fixed assets are deemed surplus property by the City of Hailey:

- 1987 Champion Grader, Model 740A, Serial Number 127-183-17689-87
- 2000 Volvo Mini-Loader, Model L35B-ZD, Serial Number L35BD1872230

The administrative staff of the City of Hailey under the supervision of the City Clerk and/or the City Treasurer is authorized to sell publicly; trade or otherwise transfer or other governmental agencies, and take all necessary steps to carry out the authorization provided by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the surplus property and authorizes the Mayor to sign.

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
Asset Profile

4043 [VOLVO MINI LOADER L35B]

Parent Asset ID: 
Serial #: L35BD1872230
Entity Name: STREET DEPARTMENT
Manufacturer: VOLVO
Group Tree: HEAVY EQUIPMENT LOADER
Model: L35B-ZD
Category: EQUIPMENT
Vendor:
Type: LOADER
Customer:
Budget: 1004041405
Purchase Date: 1/3/2000
Status: ACTIVE
Purchase Cost: $63,400.00

DEPARTMENT:
ENGINE:
HOURS:
LICENSE:
LICENSE PLATE EXPIRATION:
TITLE:
TRANSMISSION:
WARRANTY END DATE:

Note
Note Type | Note | Modified By | Note Date
--- | --- | --- | ---
GENERAL | AIR COOLED ENGINE | STEVE | 3/14/2011
High/Low/Average

You Searched For: Category = WHEEL LOADERS; Manufacturer = VOLVO, VOLVO; Model = L35; Year From = 2004; Year To = 2007

<table>
<thead>
<tr>
<th>Auction Prices</th>
<th>Equipment For Sale Prices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of listings found: 9</td>
<td>4</td>
</tr>
<tr>
<td>Highest price found: US $30,500</td>
<td>US $67,127</td>
</tr>
<tr>
<td>Lowest price found: US $11,000</td>
<td>US $33,000</td>
</tr>
<tr>
<td>Average price: US $23,208</td>
<td>US $54,507</td>
</tr>
<tr>
<td>Average w/out High &amp; Low: US $23,911</td>
<td>US $58,950</td>
</tr>
</tbody>
</table>

Here is an at-a-glance view of current "quick sale", auction prices, and also current asking, or "retail", prices.
We have done computations on both "Equipment For Sale" & "Auction Results" listings for the type of equipment you specified. Above you see the average price found, the highest & lowest prices, and the average price computed again after throwing out the highest & lowest prices. For clarification, we've also displayed the number of listings on which the computations were performed. (NOTE: Items without a price have been omitted from the calculations.)
# Asset Profile

<table>
<thead>
<tr>
<th>4045 [CHAMPION 740A GRADER]</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Parent Asset ID:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Serial #:</strong> 127-183-17689-87</td>
<td></td>
</tr>
<tr>
<td><strong>Entity Name:</strong> STREET DEPARTMENT</td>
<td></td>
</tr>
<tr>
<td><strong>Group Tree:</strong> HEAVY EQUIP/GRADER</td>
<td></td>
</tr>
<tr>
<td><strong>Category:</strong> EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td><strong>Type:</strong> GRADER</td>
<td></td>
</tr>
<tr>
<td><strong>Budget:</strong> 1004041405</td>
<td></td>
</tr>
<tr>
<td><strong>Status:</strong> ACTIVE</td>
<td></td>
</tr>
<tr>
<td><strong>Manufacturer:</strong> CHAMPION</td>
<td></td>
</tr>
<tr>
<td><strong>Model:</strong> 740A</td>
<td></td>
</tr>
<tr>
<td><strong>Vendor:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Purchase Date:</strong> 1/1/1998</td>
<td></td>
</tr>
<tr>
<td><strong>Customer:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Purchase Cost:</strong> $140,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**DEPARTMENT:**  
**HOURS:** 4000  
**ENGINE:**  
**LICENSE:** NO PLATE  
**TITLE:**  
**TRANSMISSION:**  
**WARRANTY END DATE:**
High/Low/Average

You Searched For: Category = MOTOR GRADERS; Manufacturer = CHAMPION; Model = 740A

<table>
<thead>
<tr>
<th>Auction Prices</th>
<th>Equipment For Sale Prices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of listings found:</td>
<td>37</td>
</tr>
<tr>
<td>Highest price found:</td>
<td>US $61,709</td>
</tr>
<tr>
<td>Lowest price found:</td>
<td>US $6,300</td>
</tr>
<tr>
<td>Average price:</td>
<td>US $22,972</td>
</tr>
<tr>
<td>Average w/out High &amp; Low:</td>
<td>US $22,342</td>
</tr>
</tbody>
</table>

Here is an at-a-glance view of current "quick sale", auction prices, and also current asking, or "retail", prices.
We have done computations on both "Equipment For Sale" & "Auction Results" listings for the type of equipment you specified. Above you see the average price found, the highest & lowest prices, and the average price computed again after throwing out the highest & lowest prices. For clarification, we've also displayed the number of listings on which the computations were performed. (NOTE: Items without a price have been omitted from the calculations.)
AGENDA ITEM SUMMARY

DATE: 4/15/13  DEPARTMENT: PW - Streets  DEPT. HEAD SIGNATURE: ____________________________

SUBJECT: Motion to approve Resolution 2013-35, authorizing the city to enter into an equipment lease agreement with Central Equipment Company for a 5-year lease of 2 new loaders.

AUTHORITY: □ ID Code __________  □ IAR __________  □ City Ordinance/Code _________
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In August, 2008 we entered into a 5 year lease agreement with Central Equipment Company for a Liebherr L 528 Loader (mid-sized) valued at $140,000, at which time we traded in two pieces of surplus equipment as part of the lease. The current lease is for $7,500/year, a copy of the previous lease agreement is attached. There is no buy-out option on this lease agreement and we will have to return the equipment in by August 2013. We would like to enter into a new five year lease agreement with Central Equipment for two new L 528 Loaders (mid-sized) valued at $149,274 each, and trade in the Champion 740A Grader for a credit of $70,000 and the Volvo L35 Mini Loader for a credit of $30,000. Also, we will receive a trade-in credit for the Liebherr 528, making the total credit $160,000 towards the new agreement. The new leased equipment will have to be ordered in advance for delivery this summer and so our agreement needs to be finalized soon. Quotations were requested from another vendor for John Deere Loaders but the price on those was not as competitive (attached spreadsheet).

Both the L-35 Mini-Loader and Grader will need to be declared surplus equipment. Both pieces of equipment are fully depreciated and are working past their 10 year useful life. An analysis was done (attached) showing that the 1987 Champion 740A Grader costs approximately $92.46 per hour to operate. This piece of equipment has also had new brakes in 2007 which cost the city $53,217. The cost per hour to operate the 2000 L35 Mini Loader is approximately $15.76 per hour and will require new tires which will cost the City approximately $8,000. Another reason trading in the L35 mini loader and receiving the $30,000 credit is that its usefulness would drop due to the fact we purchased the new Toolcat for snow blowing in Woodside which also has uses during the non-winter times.

In summary, one new loader would replace the existing lease for the Liebherr L 528, a second Liebherr L 528 loader would be more efficient than the L35 mini loader, especially for snow removal but also summer projects and when a smaller loader is needed we would be using the Toolcat.

The final agreement, to be reviewed and approved by the City Attorney, would be for the lease of the 2 loaders proposed cost is $10,000 per year for each loader or $100,000 total over 5 years. The lease comes with a 5 year warranty on major parts and repairs, and so the city will need only pay for fuel and routine maintenance.

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:
Motion to authorize the mayor to sign the lease with Central Equipment Co. upon review by the City Attorney.

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./Agrmnt./Order Originals: Record *Additional/Exceptional Originals to: ____________________
Copies (all info.): ____________________ Copies (AIS only)
Instrument # ____________________
CITY OF HAILEY
RESOLUTION NO. 2013-35

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE
CITY OF HAILEY AND CENTRAL EQUIPMENT COMPANY

WHEREAS, the City of Hailey desires to enter into a lease agreement with Central Equipment Co.

WHEREAS, Central Equipment Co. will lease two (2) Liebherr L528 Loaders to the city of Hailey for a five year period

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the Lease Agreement and that the Mayor is authorized to execute the attached Agreement,

Passed this 15th day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
# VENDOR COMPARISON

<table>
<thead>
<tr>
<th></th>
<th>Liebherr (Central)</th>
<th>John Deere (Cesco)</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lease Price (2 Units)</strong></td>
<td>$310,000</td>
<td>$289,000</td>
<td></td>
</tr>
<tr>
<td><strong>Trade-in Values</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4047 Leihberr 528 Loader</td>
<td>$60,000</td>
<td>-$43,500</td>
<td>Would need to purchase L528 loader at $90K in order to trade in</td>
</tr>
<tr>
<td>4045 1987 Champion 740A Grader</td>
<td>$70,000</td>
<td>$11,000</td>
<td></td>
</tr>
<tr>
<td>4043 Volvo L35 mini loader</td>
<td>$30,000</td>
<td>$20,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Trade-In Value</strong></td>
<td>$160,000</td>
<td>-$12,500</td>
<td></td>
</tr>
<tr>
<td><strong>Price Delivered - Net cost to Hailey</strong></td>
<td>$150,000</td>
<td>$301,500</td>
<td></td>
</tr>
<tr>
<td><strong>5 Yr Lease Payments (Annual for 2 Loaders)</strong></td>
<td>$20,000</td>
<td>$28,956</td>
<td>Trade-ins are considered first payment, 4 Annual Payments</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$22,670</td>
<td>Trade-ins not first payment, 5 Annual Payments</td>
</tr>
<tr>
<td><strong>Total Lease Payments</strong></td>
<td>$100,000</td>
<td>$115,824</td>
<td>80% of lease payments are equity towards new lease</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$113,350</td>
<td>$115,824 Trade-ins are considered first payment, 4 Annual Payments</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$113,350 Trade-ins not first payment, 5 Annual Payments</td>
</tr>
<tr>
<td>q #</td>
<td>Equipment</td>
<td>In Use Year</td>
<td>Years</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------</td>
<td>-------------</td>
<td>-------</td>
</tr>
<tr>
<td>4047</td>
<td>Leihberr 528 Loader</td>
<td>2008</td>
<td>5</td>
</tr>
<tr>
<td>4045</td>
<td>1987 Champion 740A Grader</td>
<td>1998</td>
<td>15</td>
</tr>
<tr>
<td>4043</td>
<td>Volvo L35 mini loader</td>
<td>2002</td>
<td>11</td>
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</tbody>
</table>

**New Equipment Estimated Cost - 5 years**

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Unit Cost Per Hr</th>
<th>Hrs Used</th>
<th>Parts, Labor</th>
<th>Other, Fuel</th>
<th>Net Lease Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leihberr 528 Loader</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leihberr 528 Loader</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volvo L35 mini loader</td>
<td>$48.00</td>
<td>750</td>
<td>$20,000</td>
<td>$16,000</td>
<td>-</td>
<td>$36,000</td>
</tr>
</tbody>
</table>

$20,000 = $3,500 P&L, $7,150 major repairs, $8,000 tires, plus likely increased maintenance due to age.

Less hours of use as the L35 is less useful than the 528 Loader and Toolcat can take it's place.
City of Hailey
L 528 2 Plus 1 2 machines

STANDARD BUILD MACHINE INCLUDES THE FOLLOWING

L528-660 Base Machine with Ride Control $149,274.00
Standard Machine Package
  Includes:
  Travel Alarm
  Air Supspended Operator Seat
  Labels & Safety Items for USA
  Manuals
  Radio
  RADIAL TIRES 17.5-25
  Left Armrest for Grammer Seat
  Lift Arms
  Hydraulic Quick Hitch
  Bucket for Quick Hitch
  Extra Hydraulic Valve
  Extra Hydraulic Valve (for sweeper or other)
  Ride Control
  Pallet Forks

Inc.
Inc.
Inc.
$5,700.00
$5,110.00
$2,500.00
$910.00
$3,700.00
$3,400.00

Total Price Delivered-2 units $334,388.00
Municipality Discount $-24,388.00
Trade Value for 740A Grader ($70k) and Volvo L35B ($30k) $-100,000.00
Equity Allowed For Current L528 Rental $-60,000.00

Total Price FOB City of Hailey $150,000.00

Lease Payment approximately $835/month for 60 months or $10,000 annually/unit
Warranty-Full machine for duration of lease (see certificate for coverage)
Lease Maximum Hours to be 2,000 or less per unit
Optional Lease Buyout Value at Lease End Per Unit $90,000.00

Best Regards,

Ryan Bowden
Sales Representative
208-709-3878
AGENDA ITEM SUMMARY

DATE: 08/11/2008  DEPARTMENT: Legal  DEPT. HEAD SIGNATURE:

SUBJECT:
Equipment Rental Agreement

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching an Equipment Rental Agreement for a diesel loader. This lease is a five year lease with payments of $625/month. I have added a non-appropriation clause as paragraph 20 to the standard terms and conditions.

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 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 authorize the mayor to sign the agreement subject to the lessor accepting paragraph 20.

FOLLOW-UP REMARKS:
EQUIPMENT RENTAL AGREEMENT

CENTRAL EQUIPMENT COMPANY, a Idaho corporation whose address is 3705 S, South 6th, P.O. Box 4238, Pocatello, Idaho 83205, County of Bannock, State of Idaho, hereinafter called the lessor, hereby leases to City of Hailey, whose address is, 115 Main St S., Suite H, City of Hailey, County of Blaine, State of Idaho, hereinafter called the lessee, for a minimum period of 60 days (weeks, months) and thereafter until the equipment is returned or until lessor terminates the lease, the equipment hereinafter described, according to the terms and provisions hereinafter stated:

The lessor agrees to pay base, hour and the rentals as hereinafter set forth: A base rental in the amount of payable in advance of each rental period.

The base rental allows no more than 40 hours use if the rental is on a daily basis, 16 hours use if on a weekly basis, and 30 hours of use if on a monthly basis. Lessee agrees to pay an hourly rental for each hour in excess thereof at the rate of $ per hour.

Double Shift Rate $, Triple Shift Rate $.

In addition to the base and hourly rental, lessee agrees to pay a tire rental at the rate of $ per tire per hour of use.

The hourly and tire rentals shall be payable within 10 days following each month of use.

All rentals shall be payable at the office of lessor.

Lessor makes only the written warranties, if any, furnished to lessee at or before execution of this agreement. Lessor makes no other warranties express or implied respecting the goods, except titles, and expressly excludes any implied warranties of merchantability or fitness for use.

EQUIPMENT LEASED: Liebherr Wheel Loader

MODEL: L570Z

S/N OF UNIT 65G-79031

HOUR METER READING OUT 10

READING RETURN 2010


Tire Serial Nos. RF LF RR LR

Beginning date of lease

F.O.B. City of Hailey

Total Value $ 140,000

The equipment shall be used as or near Hailey in the State of Idaho

Ship to

When

Via

Return to (lessor's designated receiving point) Central Equipment Lessor Office

Invoice to 115 Main St S., Suite H

City and State Hailey 10, 83233

Lessee agrees to all terms and provisions printed on reverse side dated this 1st day of August, 2008

CUSTOMER IS RESPONSIBLE FOR LIABILITY INSURANCE

Customer Insurance Company

Phone Number

Agent

CENTRAL EQUIPMENT COMPANY, INC., LESSOR

By

LESSEE

By
TERMS AND PROVISIONS OF AGREEMENT

1. The rental period shall begin on and include the date of shipment to the lessee and shall end on and include the date of return to the lessor's warehouse or receiving point. If equipment is kept longer than the specified minimum rental period, the rental shall continue at the same rate, with a proration of rentals on any combination of monthly, weekly or daily rates which is to lessor's advantage.

2. Lessee agrees to perform all maintenance such as, but not restricted to, lubricating, greasing, cleaning, checking tires, tightening of nuts, bolts, etc. Lessee agrees to pay lessor for damage arising from improper maintenance.

3. Lessee agrees to perform all minor repairs, including, without limitation, the replacement of filters, cables, cutting edges, hoses, packing, clutch plates, brakes and other wearing parts as needed. Lessee agrees to perform all major repairs necessitated by reasons other than ordinary wear and tear. Lessee agrees to perform all major repairs necessitated by ordinary wear and tear unless prevented from doing so by strike or other cause beyond its control.

Lessor, in its sole discretion, shall determine whether repairs are minor or major, and whether any major repair is necessitated as a result of ordinary wear and tear, and lessee agrees to be bound hereby.

Any repairs, the cost of which, in the lessor's opinion, should be borne by the manufacturer under its warranty, must be made by the lessor. In the event of damage to the equipment, lessee may have the same repaired by any competent person, firm or corporation at its own expense or, at lessor's option, may repair said machinery for the lessee. If the repair is performed by lessee, and if the expense thereof is to be borne by lessee as set forth above, lessee agrees to pay the lessor all its regular rates, for any material or labor furnished. In making said repairs, in the event any work is done outside of lessor's regular hours of business, which lessee shall be required to pay double time or other overtime charges to its employees, or to anyone doing the work for lessee, all such charges will be paid by the lessee to the lessor.

4. The tire charge shown on the face of this document covers normal tread wear only. The change does not cover—
   1. Mounting and dismounting
   2. Repairs
   3. Loss of ballast material
   4. Transfer of ballast
   5. Switching of tires

These costs are to be borne by the lessee.

5. Lessee agrees to pay for all services and materials furnished and all damages and sums due the lessor under this contract as soon as the loss occurs or service is rendered or materials are furnished.

6. The taking of notes, or renewals thereof, covering rentals or payments due shall not in any manner whatsoever change or supersede the terms and conditions of this contract.

7. The receipt and acceptance by the lessee of said equipment shall constitute acknowledgment that said property has been accepted and found in good, safe and serviceable condition, and fit for use, unless the lessee makes claim to the contrary to the lessor by registered mail with return receipt demanded, addressed to the lessor's home office within three days after receipt of said equipment. The complaint as made shall set forth in detail its complete nature and the condition of the property received.

In the event of notice to the lessee by the lessor that the equipment is not in good, safe and serviceable condition and fit for use upon its arrival, the lessor shall have the right to put said equipment in good, safe and serviceable condition and fit for use, within a reasonable time, or to cancel this lease.

8. The lessor shall not be liable in any event to the lessee for any loss, delay or damage of any kind or character resulting from defects in, or condition or inefficiency of equipment hereby leased. In the event the lessor accepts the machinery and equipment, as herein provided, and thereafter the said machinery proves defective or unfit for use, because of accident or otherwise, or, if for any other reason lessee desires to discontinue the use of said machinery or equipment, the only remedy of lessee shall be to return the machinery to lessor and terminate this contract as herein elsewhere provided for.

9. The lessee agrees to pay for any charge for work or inspection required by any labor union. The lessee may, at its option, refuse to do any repair work on the equipment if there is a strike against lessee or if there is any labor union rule prohibiting it. The lessee reserves the right to remove the equipment at lessee's expense from the job at any time when, in its opinion, the equipment is in danger because of strikes or any other condition.

10. The lessee agrees to comply with and conform to all municipal, state and federal laws relating to the operation of said machinery and to pay all costs and expenses of every character occasioned by or involving the use or operation of the machinery or equipment and to pay all taxes and assessments which may be levied on said equipment during the term of this lease.

11. The lessee agrees to pay the lessor for all loss and damage occasioned by fire, theft, flood, accident, explosion, wreck, an act of God, negligence of lessee or lessee, or any other cause that may occur during the life of this lease, and until such machinery has been returned into the possession of the lessor as required by this contract. For the purpose of finding the valuation of said property in order to determine the loss, damage or injury thereto, it is agreed by the parties hereto that the value as hereinbefore stated shall be a true and just value as hereinbefore stated shall be a true and just value forming a basis for such adjustment.

In making such adjustment it is understood that no rentals therefore paid or due shall apply on the payment of such loss.

12. The lessee agrees to identify the lessee against all loss, damage and expense arising from any action on account of any injury to person or property of any character whatsoever occasioned by the operation, handling or transport of any of the equipment during the rental period, including that arising from negligence of lessee.

13. The lessee agrees to insure said equipment in the amount of the value thereof set forth herein, against damage occasioned by fire, theft, flood, explosion, accident, act of God, or any other insurable cause that may occur during the life of this lease with a loss payable clause in favor of lessor and to furnish a certificate of insurance to lessor as evidence of coverage.

14. The title to the property herein leased and to all repairs, replacements and additions thereto is and shall remain in the lessor, and said machinery and equipment shall not become the property of any building owner by being placed therein or by being annexed thereto. Where the equipment is annexed to any property, the lessee shall furnish the lessor with a landlord's release, which shall permit the lessor to remove the equipment from said property at any time during the life of, or after the expiration of this contract. Should the lessee be lax in obtaining and delivering said landlord's release, the lessor reserves the right to charge hereby grants permission to the lessee to obtain such releases. This equipment rental agreement may be assigned by the lessor to a financial institution.

15. The lessee agrees, whenever requested by lessor, to give lessor the exact location of all of the machinery and equipment covered by this lease and further agrees to give lessor immediate notice of any levy attempted upon said equipment, or if said equipment from any cause becomes liable to seizure, and to indemnify lessor against all losses and damages caused by any such action.

The lessor shall have the privilege at all times of entering any building or location where the above property is being used for the purpose of inspection and shall have the right of removal of said machinery and equipment on twenty-four hours notice if it is being overloaded or taxed beyond its capacity or in any manner abused or neglected.

16. The equipment hereby leased shall not be sublet without the written consent of the lessor or shall said property be moved from the construction job at the location shown herein, without the written consent of the lessor.

17. Should any of the provisions of this lease be violated by lessee the rent for the entire period herein specified many, at the option of lessor, become forthwith due and payable, and the lessor, or its agents may, without notice, enter the premises occupied by lessee without being a trespasser thereon and take possession of and remove said equipment with or without process of law. Any watchman or other person in charge of the equipment is hereby authorized and directed to deliver said equipment to lessor or its agent without inquiring as to any default. In the event of default, lessee agrees to pay all costs incurred by lessor in enforcing any right it may have, including, without limitation, reasonable attorneys' fees, cost of removal of said machinery from the possession of lessee, and all freight, demurrage, storage, labor or other charges on or against said property incurred in connection with the removal, shipping and return to the possession of the lessor at its designated receiving point.

18. Lessee agrees to return the equipment at the termination of this lease, to lessor's designated receiving point, in the same condition as when received, ordinary wear and tear excepted.

19. All rental payments are due in advance. Interest at the rate of 18% per annum will be charged on all rentals that have not been paid thirty days after due date.

20. Appropriations. No commitment of public funds will be made prior to the approval of this Equipment Lease Agreement. The terms of this Equipment Lease Agreement are contingent upon sufficient appropriations being made by the Hayley City Council for the performance of this agreement. If sufficient appropriations are not made, this agreement shall terminate. Termination based on non-appropriation of funds pursuant to the terms of this agreement shall not be deemed in any claim for payment or damages by Lessee. Lessee's decision as to whether sufficient appropriations are available shall be accepted by Lessee and shall be final.