



CITY OF SUN VALLEY
REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

FROM: Susan E. Robertson, ICMA-CM *SSR*
City Administrator

SUBJECT: Personnel Policy – Proposed Amendments

DATE: November 27, 2013

The City of Sun Valley Personnel Policy was adopted in October 2012 and contained many changes from the previous personnel manual and policies that had been applied to employees. Since its implementation a year ago, issues have arisen that the Personnel Policy does not address sufficiently. As a result, I am recommending some changes for the City Council to consider. These are described below and are depicted in Resolution 2013-29 and its accompanying exhibit.

SALARY SURVEY FREQUENCY

Currently, the Personnel Policy provides that the Mayor or designee gathers salary data for the Salary Pay Range every three years. There may be times when gathering salary data for the Salary Pay Range needs to be done more often than a three year interval. So that the language in the Personnel Policy mirrors the need and practice, I am recommending that the Mayor or designee gathers salary data for the Salary Pay Range at least once every three years.

VACATION CARRY-OVER HOURS

This past year, circumstances have created difficulties for employees wanting to schedule vacation or taking already scheduled vacation. These circumstances have included the bottle bomb investigation, Beaver Creek Fire, and vacancies in departments among other things. While those instances may not happen every year, from time-to-time, situations will occur that prohibit employees from taking their vacation.

It is important that employees take their time off, both for their own well-being and the City's. The Personnel Policy permits employees with 99 months of service or more to carry-over 40 hours of vacation. Employees may receive a lump-sum payment for that vacation if they leave employment with the City. I am recommending that employees with 1-to-24 months of service be allowed to carry-over 8 hours of vacation and those with 25-to-98 months of service be allowed to carry-over 24 hours of vacation. So that the City's financial exposure is limited, I am also recommending language that would not allow the payout of carried-over vacation pay upon separation from employment if the employee has less than 99 months of service with the City.

CLARIFICATION OF IMMEDIATE FAMILY

The Personnel Policy allows employees to use sick leave in the event of illness to the employee or the employee's immediate family. It does not identify who is considered immediate family. I am recommending that Section X.B.1. be amended to indicate that the spouse, domestic partner, parents, grandparents, children, grandchildren, brothers, sisters or any other person for whom the employee is legal guardian constitute immediate family.

EXPANSION OF COMPASSIONATE LEAVE DONATIONS FOR IMMEDIATE FAMILY ILLNESS

Currently, the Personnel Policy enables the Mayor to permit the creation of a Sick Bank to allow employees to donate a certain amount of sick leave hours to a fellow employee to cover time lost due to illness or accident. It has been requested by some of the City's employees that they be permitted to donate sick time to a fellow employee that needs to be off to help care for a family member. I am recommending that this be permitted and that those members of the immediate family to which this would apply be identified in the Personnel Policy. To accomplish this, an amendment to Section X.B.3. of the Personnel Policy is needed.

CLARIFICATION OF IMMEDIATE FAMILY

The Personnel Policy allows up to three days of paid leave of absence in the event of a death in the immediate family. The current definition of immediate family includes spouse, parents, grandparents, children, grandchildren, brothers and sisters. I am recommending that Section X.D. be amended to include domestic partner and any other person for whom the employee is legal guardian. Aside from modernizing the definition, it will create consistency with the immediate family definition in Section X.B.1., if approved.

DISCRETIONARY LEAVE

Unlike employees that are non-exempt under the Fair Labor Standards Act (FLSA), exempt employees cannot receive overtime pay or compensatory time off for hours worked beyond 40 hours in a week. These employees are salaried and it is expected that may include working beyond 40 hours per week. There are times, however, when work demands are such that the employee is working an excessive amount of hours and sometimes for an extended periods of time. The cause of these situations may be things such as unusual events like the Beaver Creek Fire or bottle bomb investigation, covering position vacancies or employee absences, repetitive snowstorms or a large, prolonged project.

It is in the best interest of the City to have employees that are healthy and alert both to limit liability and promote a positive work environment. I am recommending that the Personnel Policy be amended to add a new Section entitled Discretionary Leave. The Discretionary Leave would enable the Mayor to authorize time off with pay for an exempt employee in the event of unusual work demands requiring excessive hours of work beyond the employee's normal work schedule. The amount of Discretionary Leave would be limited to no more than 4 days in a calendar year. It would have no cash value and would not be paid out if an employee leaves employment with the City. To be able to utilize Discretionary Leave, the employee must obtain advance approval from the Mayor or Mayor's designee and utilize it in no less than one day increments. The addition of Discretionary Leave to the Personnel Policy will provide a valuable tool to address challenging work situations.

CITY OF SUN VALLEY

RESOLUTION NO. 2013-29

A RESOLUTION OF THE CITY OF SUN VALLEY AMENDING THE CITY OF SUN VALLEY PERSONEL POLICY

WHEREAS, the City Council believes its personnel policies should reflect the needs of the City and meet all applicable state and federal labor laws; and

WHEREAS, the City Council adopted an updated Personnel Policy on or about October 2, 2012 and amended it on February 7, 2013, March 7, 2013, April 4, 2013, and November 7, 2013; and

WHEREAS, the City Council believes it is in the best interest of the City and its employees to make additional amendments to said Personnel Policy;

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council hereby AMENDS the City of Sun Valley Personnel Policy as set forth in Exhibit A, attached hereto, with an effective date of December 5, 2013.

DATED THIS ____ DAY OF DECEMBER, 2013

Dewayne Briscoe, Mayor

Attest:

Hannah Stauts, City Clerk

EXHIBIT A

IX. SALARY PAY RANGE APPROVAL, ADMINISTRATION AND MERIT INCREASES

A. MARKET PAY RANGE APPROVAL

The City's policy is to compensate employees for expected work performed within and beyond the normal work period. The City desires that its salaries are competitive in regional and resort labor markets for its various needed staff positions. Accordingly, the City uses a competitive Salary Pay Range to determine the salary of its employees.

B. SALARY PAY RANGE ADMINISTRATION

1. The Salary Pay Range shall be implemented and administered, under the direction of the Mayor or designee, who shall determine the rate of pay for each employee.
2. The Mayor or designee gathers salary data for the Salary Pay Range at least once every three years. The Salary Pay Range shall include all current job positions in the City and shall set forth minimum and maximum salary ranges for those positions. The Salary Pay Range minimum and maximums shall be approved by the City Council prior to implementation.
3. A new employee's starting salary shall be based upon the employee's qualifications, experience and education.

C. MERIT INCREASES

When available in the annual budget, merit increases may be awarded by the Mayor or designee based upon the employee's annual performance evaluation completed on November 1st. Merit pay will be awarded by an increase in the step(s) as set forth in the Salary Range Plan and as determined by the employee's location in the Salary Pay Range.

1. Adjustments will not be automatic, but shall depend upon achieving a performance level satisfactory to the Mayor or designee for consideration of a merit increase upon completion of the annual performance evaluation conducted on November 1st.
2. An employee, who has reached the maximum salary approved for his or her respective position in the Salary Pay Range, may be eligible for a one-time bonus for the year based upon his or her annual performance evaluation. The Mayor shall approve any bonus in writing and only if funds are available in the budget's annual merit appropriation, if any.
3. The Mayor shall report in writing to the City Council the total number of employees receiving merit increases and total amount awarded, within thirty (30) days of making the merit awards.

X. EMPLOYEE BENEFITS EMPLOYEE BENEFITS

The City of Sun Valley offers a number of employee benefits for regular full-time and part-time employees. These benefit offerings are subject to change or termination at the sole discretion of the City Council.

a. VACATION LEAVE

The explicit purpose of vacation leave is to allow the employee extended rest and rejuvenation. Vacation accrues from the start of employment. Vacation leave is available to full time and part time regular employees who have completed the equivalent of six (6)

months of employment. As a general practice, an employee will use all vacation days accrued in a given year within 13 months of the employee's anniversary date (start of annual vacation accrual period). At times, annual vacation accruals may not be used due to the need for an employee to work to meet the City's resort seasons service demands and/or an employee's preference to manage the duration of approved vacation periods. A portion of annual accrued vacation, therefore, may be carried over for future scheduled vacation leave depending on the length of the employee's service. The accrual rates use requirements and allowed carry-over limits are as follows:

<u>Accrual Period</u>	<u>Days</u>	<u>Minimum Vacation to be Used in 13 months</u>	<u>Allowed Carry-over Hours</u>
1 – 24 months (1 - 2 years)	10	10	08
25 - 98 months (3 - 9 years)	15	15	024
99 - 240 months (10 - 20 years)	20	15	40
241 months (21+ years)	25	20	40

Vacation leave is to be scheduled with consent of the responsible department supervisor. Efforts will be made to accommodate the preference of the employee in vacation scheduling, but first priority will be the orderly functioning of the City. Employees may need to regularly schedule vacation during slower periods during the resort year.

Upon separation from employment unused vacation leave, which has been carried-over up to the maximum hourly allowance, will be compensated by lump-sum payment at the then-current hourly or daily rate for employees with 99 months or more of service to the City.

b. SICK LEAVE

1. Sick leave benefits are provided to regular full-time employees at the rate of eight (8) hours per every month of employment. Sick leave is a benefit to provide relief to the employee in the event of illness to the employee or his or her immediate family (spouse, domestic partner, parents, grandparents, children, grandchildren, brothers, sisters or any other person for whom the employee is legal guardian). It is to be used only in the event of an illness or injury that prevents the employee from working productively or safely or if an immediate family illness presents no practical alternative or for Bereavement Leave for an additional seven (7) days. Sick leave must be requested at least within two (2) hours of the time when the scheduled work period is to begin, unless circumstances outside the control of the employee prevent such notice. Supervisors asked to approve use of sick leave may, at City of Sun Valley expense, request an independent review of reported illness at any time by a competent medical authority, with the approval of the Mayor or designee.
2. Sick leave may accrue to a maximum of 400 hours. Sick leave benefit recipients receive normal compensation when using sick leave. All unused sick leave will be forfeited without compensation upon separation from employment.
3. Compassionate Leave Donations to a Sick Bank
The Mayor at anytime may allow for the creation of a permanent or temporary Sick Bank to allow an employee with accrued sick days to donate a certain number of hours to a fellow

employee to cover time lost due to illness or accident of the employee or an immediate family member of the employee (spouse, domestic partner, parents, grandparents, children, grandchildren, brothers, sisters or any other person for whom the employee is legal guardian). There is no entitlement to a Sick Bank being created or implemented.

c. HOLIDAYS

Eleven (11) official holidays are provided for full-time regular employees. An employee who has regular full-time active status on the date of any holiday shall receive compensation for that day even though he or she is not scheduled or expected to work. Holidays which fall on Saturdays shall be observed on the preceding Friday. Those which fall on Sundays shall be observed on the succeeding Monday. The holiday schedule may be changed at any time by the City Council.

Full-time regular non-exempt hourly employees who are scheduled to work on a holiday shall be compensated at a rate of two times the employee's regular rate of pay. Unscheduled emergency work by a non-exempt employee on a holiday shall be compensated at a rate of two times the employee's regular rate of pay.

Full-time regular exempt employees who are required to work on a holiday shall be provided with an equivalent amount of time off up to a maximum of eight (8) hours. The equivalent amount of time off shall be designated as a floating holiday. The floating holiday must be used within one (1) year of the holiday that was worked by the employee, has no cash value, and therefore, is not paid out if the employee leaves employment with the City. In order to use a floating holiday, the employee must obtain prior approval from the Mayor or designee.

Recognized Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. /Human Rights Day	Columbus Day
Presidents' Day	Veteran's Day
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d. BEREAVEMENT LEAVE

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e. LEAVES OF ABSENCE

The Mayor can grant unpaid leave for any reasonable justifiable purpose. Unpaid leave in excess of thirty (30) days shall require written approval of the City Council.

f. INSURANCE COVERAGE AVAILABLE TO EMPLOYEES

Health insurance is available to employees and family members in accordance with the terms and conditions of the City's contract for such services. Other insurance offerings including life insurance, disability insurance, dental insurance, vision insurance and supplemental income protection may be available at employee or City expense. Any such offerings are subject to change at any time.

g. RETIREMENT

The retirement plan of the City of Sun Valley combines benefits of the Public Employees Retirement System of Idaho (PERSI) with Social Security (FICA). PERSI mandates withholding a percentage of an employee's gross salary for pension purposes, which is presently exempt from Federal and State income taxes, and the City of Sun Valley matches this with an additional larger contribution.

h. MISCELLANEOUS BENEFITS

In addition to the benefits listed on the previous pages, the following miscellaneous benefits may be available to employees for participation in accordance with the terms of his or her respective policy or agreement:

1. Deferred compensation plans handled by payroll deduction, such as 457 and 401K plans.
2. Credit union participation.
3. Employee-requested deduction programs subject to City policy.
4. Provision of uniforms, tools, equipment allowance, etc.
5. Further training, as deemed necessary by supervisor.
6. Any such offerings are subject to change at the City Council's sole discretion at any time.

J. TRANSFER OF BENEFITS WITH EMPLOYEE TRANSFER

Accrued benefits for each employee continue to the benefit of that employee if the employee transfers from one department to another within the City of Sun Valley. Any such transfer will not result in a reduction of benefit offerings separate and apart from those realized by employees similarly situated.

K. CHANGE IN BENEFITS

The City of Sun Valley, through its City Council, reserves the right to change, condition, or terminate any benefits set forth in this *Personnel Policy*. No employee shall acquire any rights in any current or future status of benefits except as the law otherwise requires.

L. DISCRETIONARY LEAVE

The Mayor may authorize discretionary leave (time off with pay) for an exempt employee in the event of unusual work demands requiring excessive hours of work beyond the employee's normal work schedule. Such discretionary leave shall not exceed four (4) days in a calendar year, has no cash value, and, therefore, is not paid out if the employee leaves employment with the City. In order to use discretionary leave, the employee must obtain prior approval from the Mayor or designee and utilize the discretionary leave in increments no less than one day each.

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RESOLUTION NO. 2013-29**

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Attest:

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**RESOLUTION 2010-15
Amendment of External Contracts Policy**

WHEREAS, The City of Sun Valley is a municipal corporation duly organized and existing under the laws of the State of Idaho Code §50-101 et seq.; and

WHEREAS, The Mayor and City Council are dedicated to govern efficiently and effectively with a commitment to working together and defining priorities; and

WHEREAS, City Council previously adopted an External Contracts Policy on June 11, 2009 by Resolution 2009-15 and wishes to review the policy for possible amendments; and

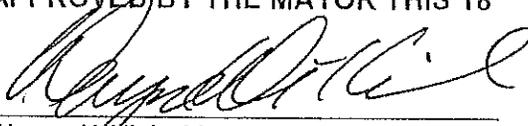
WHEREAS, the policy was adopted by resolution and, therefore, should be amended by resolution.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY OF SUN VALLEY, IDAHO:

SECTION 1: That the Mayor and City Council amend the External Contracts Policy (attached as Exhibit A) which shall guide the City Council in the decision making process.

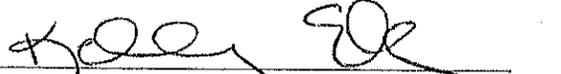
SECTION 2: That this Resolution shall be known as Resolution No. 2010-14 of the City of Sun Valley, Idaho and shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 18TH DAY OF NOVEMBER 2010.



Wayne Willich, Mayor

Attest:



Kelly Ek, City Clerk

POLICY FOR CERTAIN EXTERNAL CONTRACTS

POLICY STATEMENT: The City Council may consider Intergovernmental agreements, joint powers agreements, annual contracts for service, or event funding agreements for City services, facilities, special needs and events which are consistent with the mission of the City of Sun Valley.

POLICY: Requests by qualified organizations for Intergovernmental agreements, Joint Powers agreements and Annual Contracts for Services shall be submitted during the City's annual budgeting process. Requests for Event Funding agreements shall be submitted according to the Event Funding Request Guidelines and Application Instructions prescribed in Exhibit A, attached hereto. All applicants shall demonstrate that their request contributes to the health, safety and welfare of the citizens of Sun Valley. All requests shall also be consistent with the goals and objectives of the City's *Comprehensive Plan* or the City Council's annual priorities.

PROCEDURES:

1. Intergovernmental Agreements, Joint Powers Agreements, and Annual Contracts for Services:

A. Intergovernmental and Joint Power Agreements may be negotiated between the City of Sun Valley and political jurisdictions within Blaine County to provide for regional services administered through cooperative contracts. Intergovernmental and Joint Power Agreements may be entered into by the City after review, public comment and favorable action by the City Council. Funding of any Intergovernmental and Joint Powers Agreement can be accomplished through a Contract for Services.

B. Annual Contract for Services

1. Annual Contracts for Services may be entered into by the City after review, public comment and favorable action by the City Council.

2. The City of Sun Valley may enter into annual Contract for Services for:

- i. City dispatch services
- ii. City engineering services
- iii. City attorney services
- iv. City parks and recreation services
- v. City transit services
- vi. City auditor services
- vii. City economic development services
- viii. City mutual aid services

- ix. City facilities services
- x. City housing services
- xi. Other necessary and appropriate City services

C. Qualified Organizations

1. Qualified Organizations are established or newly formed organizations and shall provide a business plan including a statement of proposed services or facilities that meet the objectives of the City's *Comprehensive Plan* or the City Council's annual priorities and identify any interface or nexus with other organizations within the Wood River Valley.
2. Factors the City Council may consider include but are not limited to:
 - i. Does the request address a community need within the City's mission?
 - ii. Are the goals and objectives clearly stated for the funding requested, and outcomes adequately measurable?
 - iii. Is the budget realistic and sufficiently detailed in expected revenues and expenditures?
 - iv. Is the plan for reporting and audit sufficient to meet the City's responsibility for public funds?
 - v. Does the initiative have or will it likely secure additional funding?
 - vi. Will funding be sought again in future years? If so, what is the plan for eventual independence from City support?

D. Contract requests shall include the following, and also such additional information as may be requested by the City Council:

1. Quantifiable goals and objectives,
2. A demonstration of public benefit and direct services to City residents,
3. A demonstrated need for the program or activity,
4. An accounting of the funds including an explanation of how the organization is cooperating with existing related programs,
5. Additional funding sources that may be used to leverage resources,
6. A financial plan demonstrating managerial and fiscal competence.

E. Miscellaneous Provisions

1. Contracts are entered into on an annual basis with no expectation of continued funding and are contingent upon available funding.
2. The City may, at any time, request a written report documenting the use of funds and level of support to citizens, visitors and the local work force.

2. Event Funding Agreements:

- A. The Sun Valley City Council will consider requests for Event Funding Agreements from Qualified Organizations for those events which will increase Sun Valley's local option tax, engage Sun Valley's business community and benefit the quality of life of the citizens of Sun Valley.
- B. All Event Funding agreements are subject to the Event Funding Request Guidelines and Application Instructions attached hereto as Exhibit A. Event Funding agreements may be entered into by the City after review, public comment and favorable action by the City Council.

Adopted June 11, 2009
Amended November 18, 2010

EVENT FUNDING REQUEST GUIDELINES AND APPLICATION INSTRUCTIONS

APPLICATION

One of the priorities of the Sun Valley City Council is to encourage and support events in the City which help grow the local option tax (LOT) to support our tourist economy. By providing financial support, up to \$5,000, for events held in Sun Valley to local based organizations; one of the Council's priorities is fulfilled.

Due to the number of requests for funding that the Council receives each fiscal year, the Council is limited in the number of requests that it can approve. The Council's desire is to encourage the growth and development of grass roots organizations in the City which contribute to events which can improve the quality of life for our citizens and visitors. As such, the Council limits the amount of funding and may decline requests for funding to those organizations that have received financial support in the past. While past recipients of funding are not prohibited from applying in future years, such organizations should be aware that they will not receive the maximum amount of funding available to any organization (\$50,000) and dependent on the number of years that the organization has received funding from the Council, an application may be denied.

Despite the Council's decision to limit funding to repeat recipients, the Council acknowledges the wonderful work that you do and will provide information on other funding sources, upon request. It is our hope that the dissemination of such information will allow these great organizations to continue to thrive.

The sliding scale, which follows, gives ranges of funding available dependent on the number of years an organization has received funding:

Year	Funding
1- 2	Up to \$50,000
3	Up to \$30,000
4	Up to \$20,000
5 (maximum)	Up to \$10,000

GUIDELINES

A. All applications must be completed and received by the City Council not less than 30 days prior to the event for which the funds are sought and not less than 30 days prior to the date of the next regular monthly City Council meeting. City Council meetings are normally held the third Thursday of each month.

B. There are two funding categories:

- Annual - Organizations that were approved for funding during the previous fiscal year are eligible to apply for these dollars during the first quarter of the City's fiscal year: October, November and/or December.
- Irregular - First time requests and/or those organizations that may have requested funding in past but not during the previous fiscal year.

C. During the first quarter of each fiscal year (October-December) priority shall be given to those organizations requesting funds for events held on an annual basis. After the first quarter, the Council shall only consider irregular requests. Only one request per organization will be considered during a given fiscal year (October 1 - September 30).

D. Funding shall be based on a first come, first "approved" basis, and funding may be granted partially, fully, or not at all, based on the Council's decision. The nature of this funding is to reimburse applicants for approved expenditures in accordance with the provisions of these guidelines. Typical requests for funding reimbursement include, but are not limited to expenses normally charged by the City (i.e.: facility rental, police services, insurance, etc.). The Council does not pre-qualify funding requests, but considers each request individually.

E. Priority shall be given to events held in the City of Sun Valley which generate local option taxes for the City of Sun Valley, and have matching funds from the local business community.

F. Priority shall also be given to events held in the City which benefit the quality of life of Sun Valley's residents.

G. There is a cap of \$50,000 per organization/event per fiscal year regardless of the category type.

H. If all available funds are not allocated during the first quarter for annually funded events, the remaining dollars shall be added to the available funds for consideration of events held on an irregular basis.

I. The City Council shall pre-screen applications to ensure compliance with established criteria set forth in the application, and the following (incomplete applications will not be considered):

1. The event is of general public interest, benefiting or serving the residents of the City.
2. The event is non-partisan, non-political, and non-sectarian. Specifically, the event does not fund, promote, or further any goal through legislation, constitutional revision, or public pressure on public officials.
3. The event is free and open to the general public (see page 6, item 8).

APPLICATION INSTRUCTIONS

A. The application must be completed fully and all required documents attached.

B. A representative of the organization shall attend the Council meeting with sufficient knowledge to answer the questions of the Council and to make a brief (five-minute time limit) presentation.

C. A copy of the organization's current financial statement and a profit-loss statement for the same event year must be included with the application.

D. The Event Summary Report must be completed before City funding will be disbursed. It should include all expenses and sources of income. This form must be completed and returned within 30 days after the event. Failure to submit the Event Summary Report within 60 days after the event will cause funding to be revoked.

E. The application must be typed or legibly handwritten in black ink.

F. If additional space is necessary, use a separate sheet and attach to this application.

CITY FUNDING REQUEST APPLICATION

Date Submitted: _____

Amount Requested: _____

List of specific items the City funds will be used to offset: _____

1. APPLICANT/ORGANIZATION

A. Applicant/Organization Name: _____

Contact Person (if different from above): _____

Address/City/State/Zip: _____

Phone: _____

B. Type of Organization: _____ (i.e.: corporation, public, non-profit, other). Attach copy of Secretary of State designation, if applicable.

Applicant/organization must provide Federal Identification Number or Social Security Number, whichever is applicable.

Federal Tax Identification Number: (corporation) _____ or,

Social Security Number: (individual) _____

C. How long has organization been active in Sun Valley? _____

D. How many people belong/participate in the organization? _____

E. Officers and Board of Directors:

Name/Residence Address/Office Held

F. History of event(s) organization has conducted and number of participants:

2. EVENT: _____

- A. Event Title: _____
- B. Date and Time of Event: _____
- C. Location of Event: _____
- D. Purpose of Event: _____

E. Description of Event: _____

F. What benefit will event have on the City of Sun Valley? _____

G. How will you publicize and promote this event? _____

H. How will the sponsorship of the City of Sun Valley be acknowledged at this event? _____

(If this application is approved, the following statement must be included on all printed and media materials to acknowledge the City of Sun Valley's funding support of this event: "Funded in part by the City of Sun Valley". Proof of City recognition must be provided prior to funds being disbursed.)

3. PERSON IN DIRECT CHARGE OF HANDLING FUNDS FOR EVENT

Name: _____

Address City/State/Zip: _____

Phone: _____

4. ENTITY TO WHOM CITY FUNDS ARE TO BE DISBURSED

Name: _____

Address City/State/Zip: _____

Phone: _____

5. PREVIOUS CITY FUNDING HISTORY

A. Has the organization applied for assistance from the City of Sun Valley within the last twelve (12) months?
 Yes ___ No ___. If yes, please indicate the date and amount: _____ \$ _____

B. Did you receive assistance? Yes _____ No _____
 If yes, please indicate amount funded: \$ _____
 Purpose: _____

C. Attach a profit/loss statement for the last time the event occurred.

6. Will the event be open to the general public? Yes ___ No ___
7. Estimated Attendance: _____
8. Will there be an entry fee for participants? Yes ___ No ___
 If yes, how much? _____
 (Although certain events may involve athletic or recreational competitions requiring entry fees for participation, there may not be an admission charge to attend or to be a spectator.)
9. Is the event a partisan event? Yes ___ No ___
10. Is the event a political event? Yes ___ No ___
11. Does the event fund, promote, or further any goal through legislation, constitutional revision, or public pressure on public officials?
 Yes ___ No ___
12. Attach a full statement of the character and extent of the charitable, public, or philanthropic work performed by the applicant organization within the City and elsewhere.
13. The amount of any wages, fees, commissions, expenses, or honorariums to be extended or paid to anyone in connection with the event and to whom paid much appear in the Event Budget.

14. EVENT REPORT

- A. List matching funding from the local business community. (include the date solicited, amount expected, and when a funding decision will be/has been made.)

- B. If this funding request is denied, will the event still take place? Yes ___ No ___

- C. State reason City funding is essential to success of this event:

- D. Complete the Event Budget form on page 8.

- E. Complete the Financial Statement form (page 9) for the preceding fiscal year. Financial Statements may be audited, if required by state law.

This page reserved for City use.

EVENT BUDGET

Applicant/Organization Name: _____

If additional space is needed, you may attach a separate sheet.

EVENT COSTS		EVENT INCOME (ANTICIPATED)	
Administrative Expenses:			
Salaries	\$ _____	Donations	\$ _____
Office	_____	Entry Fees	_____
Telephone	_____	Sale of Merchandise	_____
Stamps, etc.	_____	Sponsors (specify):	_____
Printing	_____	_____	_____
Insurance	_____	_____	_____
Prof. Fundraising Expense	_____	_____	_____
Miscellaneous (specify):	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Supplies and Decorations:			
(i.e. trophies, ribbons, etc.)	_____		
_____	_____		
_____	_____		
_____	_____		
Service Costs for Event		Concession Sales	
(i.e. referees)	_____	(Percent of booth sales, etc.)	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Rental Costs		Other Income	
(i.e. tables, chairs, facility)	_____	(i.e. City Funds, if approved)	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Other Expenses			
(including city related expenses, i.e. police support, permits,			
street closure, facility use fees, etc.)			

TOTAL COST	\$ _____	TOTAL INCOME	\$ _____
		NET PROFIT	\$ _____

FINANCIAL STATEMENT

Applicant Organization Name: _____ Fiscal Year Ending _____

ASSETS

Cash (CD's, savings, checking, petty cash) _____
 Office Equipment and Supplies _____
 Inventory _____
 Building _____
 Land _____
 Vehicles (specify) _____
 Other (specify) _____

TOTALS _____

LIABILITIES

Notes Due _____
 Mortgages _____
 Accounts Payable _____
 Other (specify) _____

TOTALS _____

COSTS

Salaries: _____
 Administration/Management/Clerical _____
 Community Service _____
 Public Education _____
 Fundraising _____

Allocation of funds among categories:

Occupancy _____
 Telephone _____
 Postage _____
 Supplies _____
 Professional Fees _____
 Vehicles _____
 Printing _____
 Travel _____
 Conference, Conventions, Meetings _____
 Other (specify) _____

TOTALS _____

PUBLIC SUPPORT AND REVENUE:

Special Events _____
 Sale of Merchandise _____
 Donations and Gifts _____
 Grants _____
 Bequests _____
 United Way _____
 Other (specify) _____

TOTALS _____

If this application is approved, the EVENT SUMMARY REPORT must be completed and returned to the Sun Valley City Council within 30 days after the event in order for funds to be disbursed. It should include all expenses and sources of income. Failure to submit this report within 60 days after the event will cause funding to be revoked.

Signed: _____
(Authorized Official/Agent or Applicant)

Date: _____

I _____ do hereby certify that the information submitted in this application is correct.
(Authorized Official/Agent or Applicant)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public _____

Commission Expires: _____

RETURN APPLICATION TO:
SUN VALLEY CITY COUNCIL
c/o CITY ADMINISTRATOR'S OFFICE
P.O. BOX 416
SUN VALLEY, IDAHO 83353
(208) 622-4438

Chapter 1

PLANNING AND ZONING COMMISSION

2-1-1: COMMISSION CREATED; TERMS; QUALIFICATIONS; APPOINTMENTS; VACANCIES:

- A. There is hereby created and established a planning and zoning commission of the city consisting of members to be appointed by the mayor and confirmed by a majority vote of the city council. The number of members on the commission shall be as established by the bylaws adopted by the city council.
- B. Except as provided herein, each member must have resided in the county for at least two (2) years prior to his appointment and shall be a resident of the city at the time of appointment and throughout the duration of the term on the commission.
1. For purposes of this chapter "resident" shall be determined by considering the location of the member's principal or primary home or place of abode of a person.
 - a. "Principal or primary home or place of abode" is that home or place in which his habitation is fixed and to which a person, whenever he is absent, has the present intention of returning after a departure or absence. In determining what is a principal or primary home or place of abode of a person the following circumstances relating to such person may be taken into account: business pursuits, employment, income sources, residence for income tax purposes, residence of parents, spouse, and children, if any, leaseholds, situs or personal and real property, and motor vehicle registration.
 - b. A resident member shall not be considered to have gained residence in any city of this state into which he comes for temporary purposes only without the intention of making it his home but with the intention of leaving it when he has accomplished the purpose that brought him there.
 - c. A resident member who has left his home and gone to another area outside the city, for a temporary purpose only shall not be considered to have lost his residency.
 - d. If a member moves outside the city, with the intention of making it his permanent home, he shall be considered to have lost his residency in the city.
- C. The term of office shall be four (4) years; provided, however, that any member may be removed from the commission for cause, or not for cause, prior to the expiration of his term

of office by a majority vote of the city council.

- D. Vacancies occurring otherwise than through the expiration of terms shall be filled in the same manner as stated in subsection A of this section.
- E. Members shall be appointed without respect to political affiliation and may receive compensation and reimbursement for mileage and expenses as may be established from time to time by resolution of the city council.
- F. No member of the commission shall, during the term of office, serve on the city council. Absent prior approval by the mayor and the city council, no member of the commission shall, during the term of office, serve on any other elected or appointed government position in Blaine County. (Ord. 459, 1-3-2013)

2-1-2: ELECTIONS; MEETINGS:

The commission shall elect its own chairperson and vice chairperson and create and fill such other offices as it may determine necessary for the proper conduct of the business of the commission. At least one regular meeting shall be held each month for not less than nine (9) months in each calendar year, and the commission may hold such other special meetings as it deems necessary or appropriate to properly conduct its business. Regular meetings shall be scheduled in accordance with the adopted bylaws of the planning and zoning commission. A majority of the members of the commission shall constitute a quorum. All meetings shall be open to the public, and written records of meetings, decisions and findings, studies, permits and actions shall be maintained and made available at reasonable times and places for inspection by the public. (Ord. 294, 10-24-1996)

2-1-3: DUTIES:

It shall be the duty of the planning and zoning commission to:

- A. Hold public meetings, hearings, work sessions, or use other appropriate means, to obtain information for the planning and zoning process and for submittal of recommendations to the council concerning the planning and zoning process. The commission shall primarily

deal with the matters set forth in the local planning act, Idaho Code section 67-6501 et seq. Further, the commission is empowered to, but not limited to, the following:

1. Initiate amendments to the city land use ordinances and the comprehensive plan and make recommendations to the city council;
 2. Review all proposed amendments to the city land use ordinances and the comprehensive plan, and make recommendations to the city council;
 3. Review development proposals according to the processes outlined in this code;
 4. Initiate and/or review proposed interim land use ordinances or moratoriums, and make recommendations to the city council;
 5. Process conditional use permits, special permits, variances and all other applications as required by this code;
 6. Review annexation proposals for comprehensive plan and/or Sun Valley municipal code compliance and/or changes, and make recommendations to the city council;
 7. Conduct site plan and architectural review of projects as required by applicable Sun Valley ordinances.
8. The commission shall have the right to seek judicial process, as may be necessary to enable it to fulfill its functions. This shall not include the right to file a lawsuit or retain an attorney for the filing of a lawsuit unless otherwise approved by the city council.
- C. The commission shall recommend, and the city council shall adopt by resolution, bylaws for the planning and zoning commission. (Ord. 294, 10-24-1996)

BUTLER ASSOCIATES, INC.

GEOTECHNICAL & CIVIL ENGINEERING & CONSULTING

P.O.B. 1034

Ketchum, Idaho 83340

Phone: 208.720.6432

Email: svgeotech@gmail.com

Bill Whitesell
City of Sun Valley Street Department
P.O.B. 416
Sun Valley, ID 83353
Office: 622-4438
E-mail: bwhitesell@svidaho.org

July 26, 2013

**RE: SINCLAIR BIKE PATH DRYSTACK WALL PROFESSIONAL
OPINIONS**
Sun Valley, Idaho

Dear Bill,

This letter presents my professional opinions regarding the failing drystack walls along the Sun Valley Bike Path to the north and south of the Sinclair Gas Station. I was contacted by Mark Hoffman to review the original wall design shown in the Sun Valley 2009 Pathway Improvements dated June 2009, the Sinclair Path Gravity Wall Technical Summary dated July 2013 and make a site visit in order to formulate and present my opinions as to why the walls are failing.

The following are my observations of the existing walls and site topography:

1. The retained grade behind the wall is sloping and is inducing more lateral stress on the wall than a level grade. A sloping backfill is shown on the 2009 Pathway Improvements Wall 1-Typcail Rockery Wall Section so this was considered in the wall design.
2. The batter of the wall is 1:20 (horizontal to vertical) to non-existent. Large sections of the wall were constructed or have frost heaved to near vertical.
3. A portion of the flagstone is too small and some of the largest rock was installed in the middle or near the top. Gravity walls are designed with the largest rock at the bottom with the rock size tapering towards the top.
4. The rock is appears to be installed with the long axis parallel to the path with little to none embedded into the slope (long axis installed perpendicular to the path).
5. The footing drains are not terminated into drywells and several were plugged with soil and debris.

6. The failed sections revealed that several feet of free-draining gravel was installed between the wall and the cut bank and a layer of non-woven filter fabric was installed on the cut face to prevent native fine grain soils from infiltrating into the gravel.

The walls were designed as gravity retaining walls where the mass of the wall resists the lateral forces from the overlying slopes. Sections of the wall contain a high percentage of small rock (less than 12" square) that does not have enough mass to add to the wall stability, is difficult to lock together and embed into the slope. Typically smaller rock is used to face a mechanically stabilized wall that incorporates layers of geo-grid projected into the slope. The plans do not require geo-grid so the smaller, unsecured rock is contributing to the wall failure.

Proper drainage behind the wall is also critical because of the native, frost susceptible, fine grain soils located behind the wall. Drainage can be accomplished with free-draining gravel backfill and drainlines terminated into drywells below the wall. Open joints between the rocks also provide drainage. In order to reduce the frost susceptible native fine grain soils from becoming saturated and freezing the depth of the free-draining gravel should be at least 36" deep from face of wall. Drainlines should be terminated in drywells to minimize cold air from flowing up the pipes and freezing the runoff. Terminating the drainlines in drywells also prevents the pipes from being clogged by debris, animals or vegetation. It appears that frozen, heaving soils caused sections of the wall to fail and several more areas have heaved to near vertical and could fail next winter.

The batter of wall is adequate in very few sections and is nearly vertical and close to failing in several areas. The batter could have been lessened from the native fine grain soils freezing and heaving outward. However, I suspect that some of these sections were constructed without adequate batter. The plans indicate a batter of 5% which in my opinion is too steep for a gravity wall with a sloping backfill especially using smaller rock.

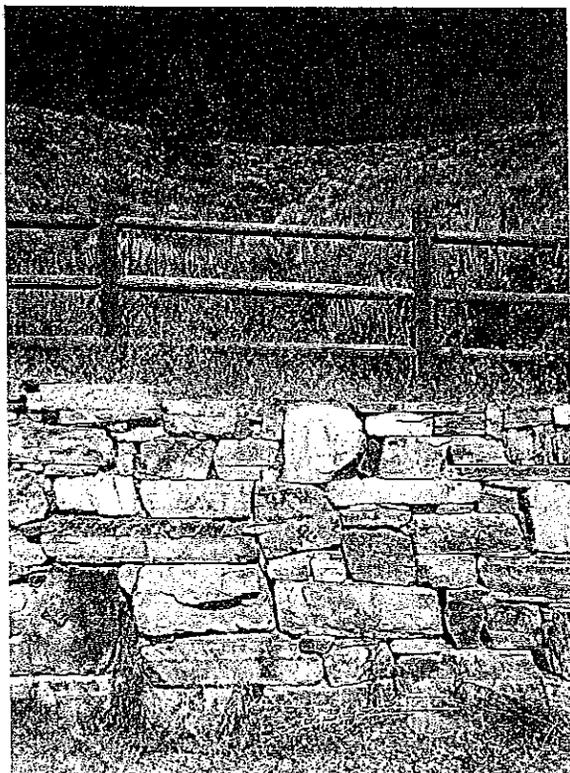
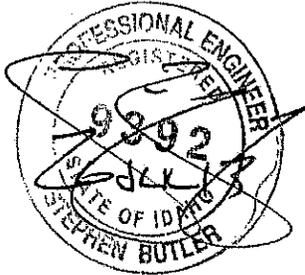
I also reviewed the existing concrete crib retaining wall directly behind the Sinclair Gas Station. The crib wall has a batter of 1:4 and is embedded back into the slope with 13" deep tie-backs. The crib wall is over 25 years old and shows little sign of instability even though it was constructed with the native frost susceptible, fine grain native soils and only drains through the face of the wall. Although the overall mass of the crib wall is lighter than the drystack gravity wall it is stable due to the adequate batter and tie-backs (embedment) into the slope.

In summation, it is my opinion that the drystack gravity walls were generally poorly constructed using too small rock, not using the largest rock for the first course, no rock embedment into the slope and too little batter. Sections of the walls will continue to fail every winter from frost heave and being unable to resist the lateral forces from the overlying slope. I recommend that unstable sections of the wall be replaced using the existing rock to construct a wall with the largest rock at the base,

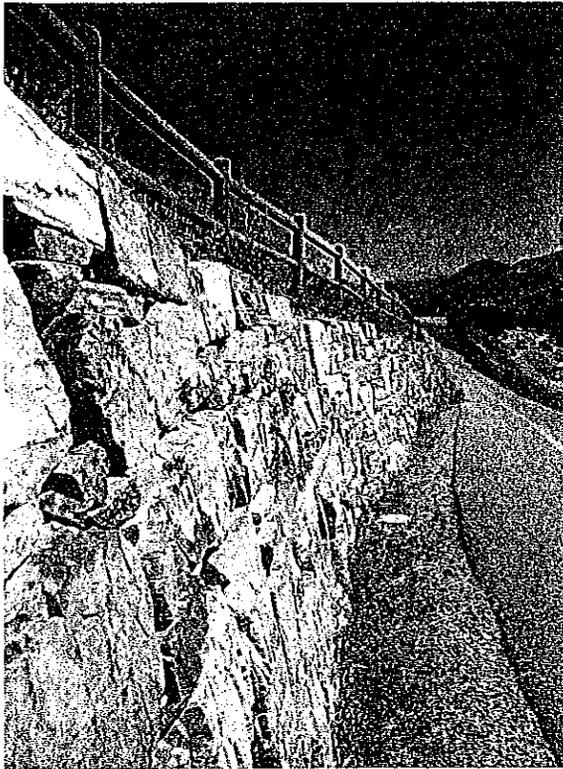
batter greater than 1:10 and with a percentage of long axis rocks embedded into the slope. The following images present a summary of the points outlined above. I appreciate this opportunity of working with you on this project and can complete wall design details at your request. Please call me if you have any questions or comments.

Sincerely,

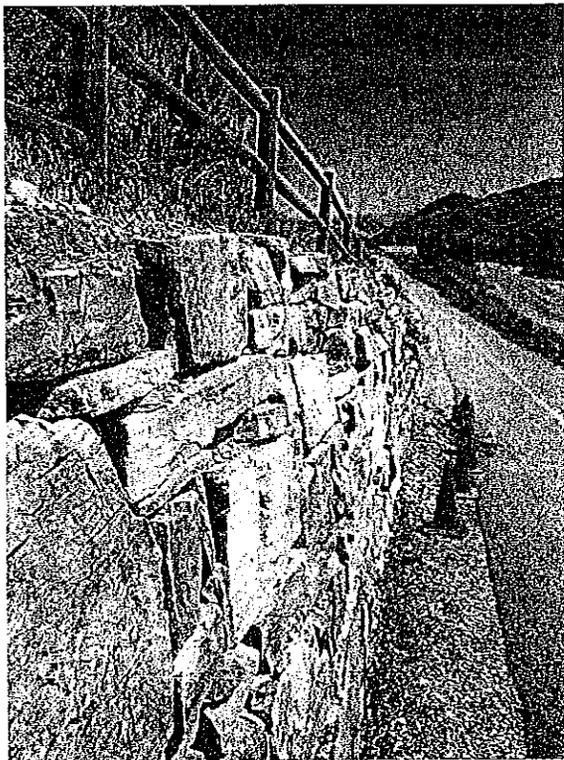
Steve Butler, P.E.



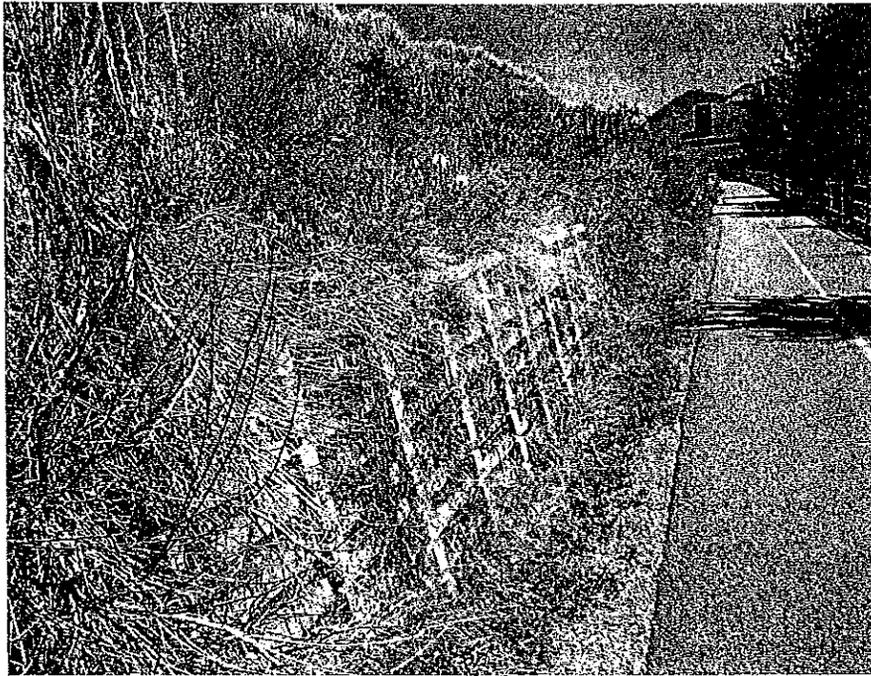
A stable portion of the wall incorporating larger rock but no sign of embedment back into the slope. The overlying drainage swale should increase the volume of runoff impacting the wall. This is a good example of how a wall design incorporating larger rock with a decent wall batter can resist runoff and lateral loading even though it lacks embedment.
22Jul13



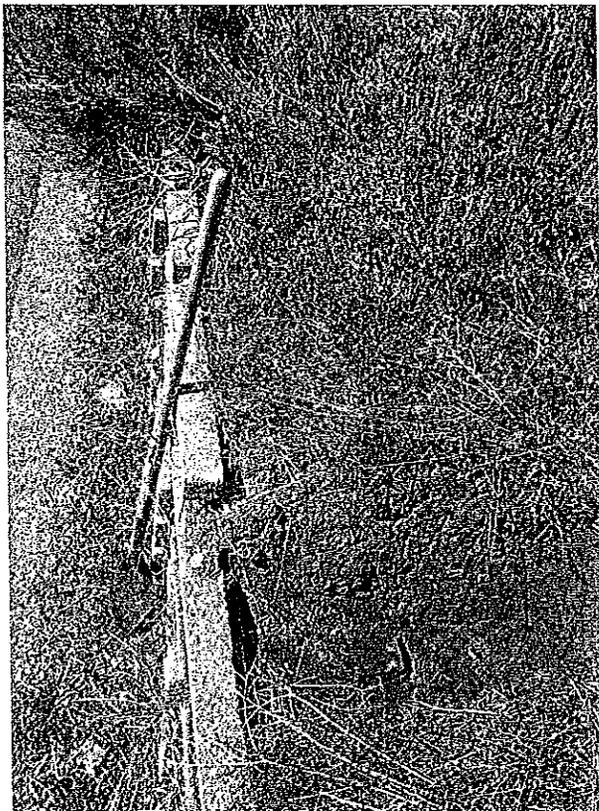
Same section of wall as above with adequate batter. 22Jul13



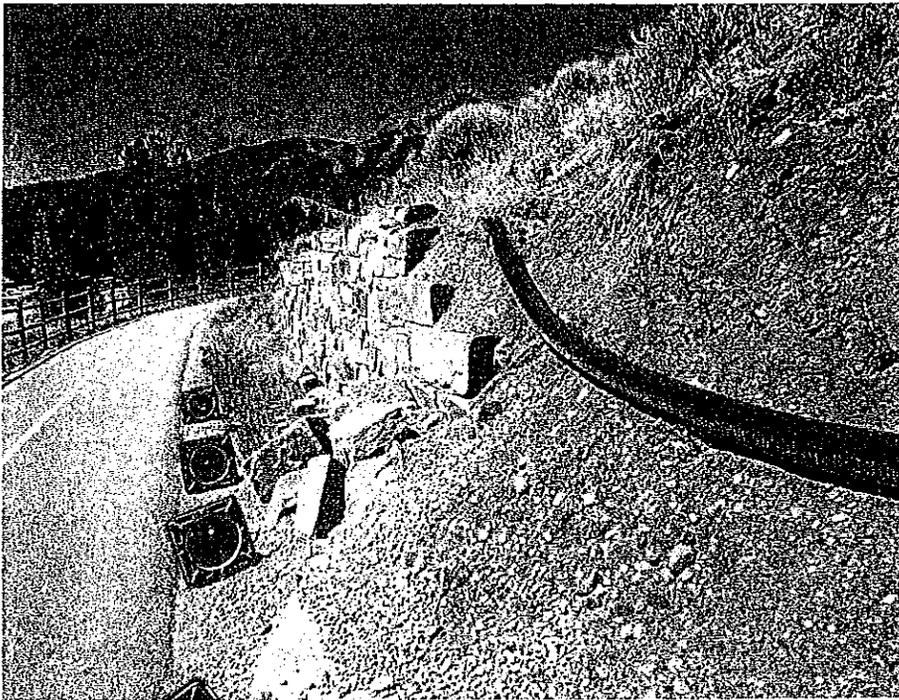
Wall face near failed portion of wall with no batter and constructed using smaller rock near base of wall. Large rock in foreground near top of wall. 22Jul13



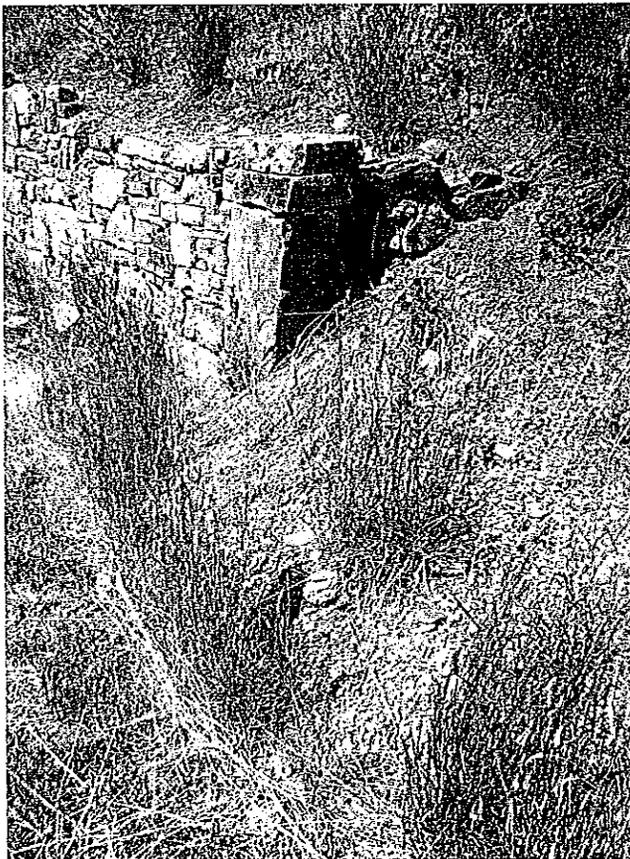
Existing crib retaining wall is stable by being constructed with adequate batter for sloping backfill. Wall also incorporates 13" deep embedment at every level and provides drainage through face of wall using native fine grain soils. Overall mass of wall is significantly lighter than drystack wall. 22Jul13



Existing crib wall with 13" segments embedded into slope that are secured to face of wall. 22Jul13



Near horizontal drain line near top of wall not very effective. Several long rocks with long axis could have been installed into the slope. 22Jul13



Large percentage of smaller rock bookended by large rock that should have been used in first course. 22Jul13

Wall Review

Sinclair Path Gravity Wall Repair/Replacement Study

Prepared for
City of Sun Valley

Sun Valley, Idaho

June 2013



CH2MHILL
Boise Office

Project Background

Background

The Sinclair Path begins at Saddle Road and continues parallel to Trail Creek Road for approximately 4,200 feet to the new Diamondback intersection, at which point it crosses Trail Creek Road. The original path was 8-feet wide. With increased use and improvements such as the White Clouds subdivision and the Sun Valley Golf Course and Lodge, pathway use is anticipated to increase. Based on current AASHTO standards, the 8-foot width is substandard for similar multi-use paths. Subsequently, the Sun Valley City Council decided to widen the path to 10 feet and improve the surface condition over the summer of 2009.

Widening of the wall required cutting into the hillside or increasing the height of the walls where the path could not be widened to the low side (the Trail Creek side). There were three sections of existing wall on the path. Wall 1, from Station 16+11 to 18+78, Wall 2 from station 24+39 to 27+20, and Wall 3 from Station 34+24 to 36+45.

Walls 1 and 3 are dry stack or "landscape" walls constructed with the original path by a landscape crew. Neither of the original walls, 1 or 3, were greater than 4 feet in height. Native stone was used to construct these walls. As can be seen in Photo A of Attachment 1, most stones used on these walls were flat, relatively thin pieces. Stones were placed with the length going parallel to the wall (typically 12" or so), and the width going into the wall (typically about 4 to 8"), with a thickness of 1 - 6". Wall 2 is an interlocking concrete block wall with gaps to allow for the establishment of vegetation growing through the wall. The roots help to anchor the wall over time. See Photo B of Attachment 1.

Walls above 4 feet should be designed by an engineer in order to calculate and avoid overturning or other forces exerted on the wall. This engineered wall is typically referred to as a "gravity wall". The more critical nature of this wall carries through design and into construction. Proper foundation construction, stacking of larger to smaller blocks, using dimensions meeting the design and placed in accordance with the design, as well as creation of adequate batter all become more critical as the size of the wall increases. Adequate drainage from behind the wall is essential also, but typically not too challenging to achieve, as a dry stack or gravity wall will have plenty of gaps for subsurface water to be expelled between the rocks. Well draining material is typically installed behind the wall for a depth of about 1 foot and for the entire height of the wall.

On April 1, 2012, a short section, approximately 10-feet wide, of Wall 1 collapsed onto the trail, and on February 25, 2013, a second section of wall, this time on Wall 3, fell; see Photos C and D, respectively. The wall at both locations is over 4 feet in height. Greatest forces on the wall typically occur during the night in the springtime as freeze-thaw cycles are occurring.

Wall Project Comparison Summary

This technical memorandum has been developed to allow the Sun Valley City Council to review options for actions that can be taken regarding the future of the Sinclair Path walls. See Photo E and compare the condition and construction of the existing wall to original design shown in Attachment 2. Two sections of wall have come down and there is evidence of additional wall

movement in other locations, as can be seen by the lack of batter in some sections, as seen in Photo E. There are several options available to the City at this time:

1. **Do nothing** – monitor the wall, and try to stay ahead of any future failures by repairing as soon as movement becomes evident.
2. **Reconstruct a Dry Stack Wall** – this option includes reconstructing all or the majority of Walls 2 and 3 using a similar system as that currently constructed. It may be possible to retain some of the shorter (less than 4 feet) sections of existing wall in place if they appear to be solid and well constructed. Tight adherence to the plans and specifications would be required.
3. **Construct a Modular Block Wall system** – this option includes the use of engineered materials, ensuring all material pieces are the same and are designed to fit together. Once the wall has been designed and the pieces delivered, no judgment is necessary for installation of each piece as is required with the dry stack system.
4. **Cast-in-Place Concrete Retaining Wall** – the cast-in-place system is another fully engineered system that is constructed according to very specific design; again, no judgment for placement of individual structural pieces will occur.

The table below provides a brief summary of the estimated costs, pros, and cons of the systems considered in no order of preference. Demolition of the existing wall is estimated to cost between \$11,000 and \$21,000 and is not included in the cost estimate. Design fees are not included in the cost estimate either. However, the Dry Stack wall has already been designed, requiring little modification for a final product. The modular wall design is included as part of the purchased package when using a system such as Redi-Rock. The Cast-in-Place wall would have the most significant design cost. Design fee should be estimated at approximately 10% of the construction cost for this cast-in-place system.

Table 1
Wall Replacement Comparison

Wall Replacement Option	Cost Estimate	Pros	Cons	Comments
Do Nothing	\$0 initially	<ul style="list-style-type: none"> • No cost in the short term 	<ul style="list-style-type: none"> • Repairs will likely be required; timing will be more reactive than proactive • Could be some safety concern based on the inability to predict where and when a collapse may occur 	
Dry Stack Natural Stone Wall (also called "landscape" or "gravity" walls)	\$65,000	<ul style="list-style-type: none"> • Potential to reuse a portion of existing material • Actual natural stone to provide the aesthetics the City desires • Natural stone weathers very well • Look will match what has been on wall in past • Majority of any design effort is already complete 	<ul style="list-style-type: none"> • Very sensitive to construction quality control • Requires additional construction inspection • Local sources for adequate size to meet design may not be available 	See Attachment 2

Table 1

Wall Replacement Comparison

Wall Replacement Option	Cost Estimate	Pros	Cons	Comments
Modular Block Wall System (Redi-Rock)	\$94,000 - \$122,000	<ul style="list-style-type: none"> • Many different systems available • Textured surfaces that appear to be natural stone available • Engineered system with known results • Engineering design included with product • Typically substantial warranty 	<ul style="list-style-type: none"> • Available textures may not match exactly with the City's desired appearance • May require cut-back and restoration of the existing slope depending on wall system used • May not appear as "natural" as real stone 	See Attachment 3
Cast-in-place concrete retaining wall	\$193,000	<ul style="list-style-type: none"> • Common construction materials and methods • Form liner can produce an appearance of dry-stack stone 	<ul style="list-style-type: none"> • Requires cut-back into existing retained slope for construction • Requires slope restoration • Form liners and staining can be expensive • Chips in surface can occur and expose natural concrete color. 	See Attachment 4

Table 2 below provides a total project cost estimate, including items not covered in the comparison discussion above, such as demolition of existing wall, new wall design, construction, and construction inspection. Varying costs are associated with the design and construction inspection based on level of difficulty and construction sensitivity. Design cost includes development of a Construction Document for bidding purposes. Though the Dry Stack wall design was previously completed and only minor modifications would be made, a new construction document for bidding purposes would be needed.

Table 2

Wall Replacement Project Cost Summary

Project Phase	Do Nothing	Dry Stack Wall	Modular Block Wall	Cast-in-Place Wall
Demolition – assumed midrange of the \$11,000 - \$21,000 estimate	\$0	\$16,000	\$16,000	\$16,000
Design – <i>Dry Stack</i> is roughly 10% of construction cost. <i>Modular Block</i> is included in product. <i>Cast-in-Place</i> is approximately 10% of total construction cost.	\$0	\$6,500	\$0	\$20,000
Construction – assumed midrange cost for Modular	\$0	\$65,000	\$108,000	\$193,000

Table 2

Wall Replacement Project Cost Summary

Project Phase	Do Nothing	Dry Stack Wall	Modular Block Wall	Cast-in-Place Wall
Block Wall				
Construction Inspection – <i>Dry Stack</i> is estimated at 20% of construction cost because of construction sensitivity. <i>Modular Block</i> is estimated at 5%, as mild construction challenge. <i>Cast-in-Place</i> is approximately 10% as a moderate construction challenge.	\$0	\$13,000	\$5,500	\$20,000
Project Totals	\$0	\$100,500	\$129,500	\$249,000

Alternative Wall Systems Discussion

General

All retaining wall systems have some things in common, including:

- Must resist sliding and overturning forces from lateral soil pressure
- Require proper free-draining backfill behind the wall surface
- Must be designed for the freezing and freeze/thaw conditions that exist in the Sun Valley area
- Must provide an aesthetically pleasing finished product that blends in with the surrounding environment

Dry Stack Wall (existing)

Dry-stack natural stone retaining walls, also called "landscape" or "gravity" walls, consist of large natural stone blocks set in place without mortar or cement to hold the blocks together. This is a true gravity wall, depending entirely upon its own mass and friction between the stones to resist the retained lateral soil pressure. Since the wall is constructed using natural stone blocks the quality and durability of the wall depends not only on the original design but also on the care with which the wall is constructed, and the local materials available. Proper construction for dry-stacked walls of more than three or four feet tall requires some batter to the wall face. An experienced contractor with a proven record of accomplishment in similar construction will produce the best results.

The wall face of this system is permeable so excess surface or groundwater behind the wall will pass through the wall itself.

Modular Block Wall System (example: Redi-Rock)

Modular Block Wall Systems consist of precast concrete blocks specifically engineered for retaining wall applications. The exposed face of the blocks can be cast to provide many different options for texture and appearance, including the appearance of natural rock. Since the blocks are designed to fit together, modular block wall quality is much less sensitive to construction quality than are dry-stack natural stone walls. Battering the face of the wall may or may not be required as it depends upon the product chosen and the height of the wall.

Depending upon the system and the height of the wall, geo-synthetic reinforcing extending into the retained slope may be required. If geo-synthetic reinforcing is required, a cut-back into the retained embankment is required. The extent of the cut-back depends upon the wall system used, the stability of the retained soil and the slope of the soil above the wall. Site restoration of the embankment is required. We recommend selecting a system that does not require geo-synthetic reinforcing in order to avoid slope disturbance the need for restoration. Redi-Rock provides a system, that does not require geo-synthetic reinforcing, which behaves like a gravity block system.

The modular blocks are produced in a controlled environment; therefore, the blocks themselves are produced with a high degree of quality control. Modular wall systems have been used widely and successfully on both large and small projects. While this wall system is not as sensitive to contractor experience as the dry-stack option, experienced contractors are preferred nonetheless.

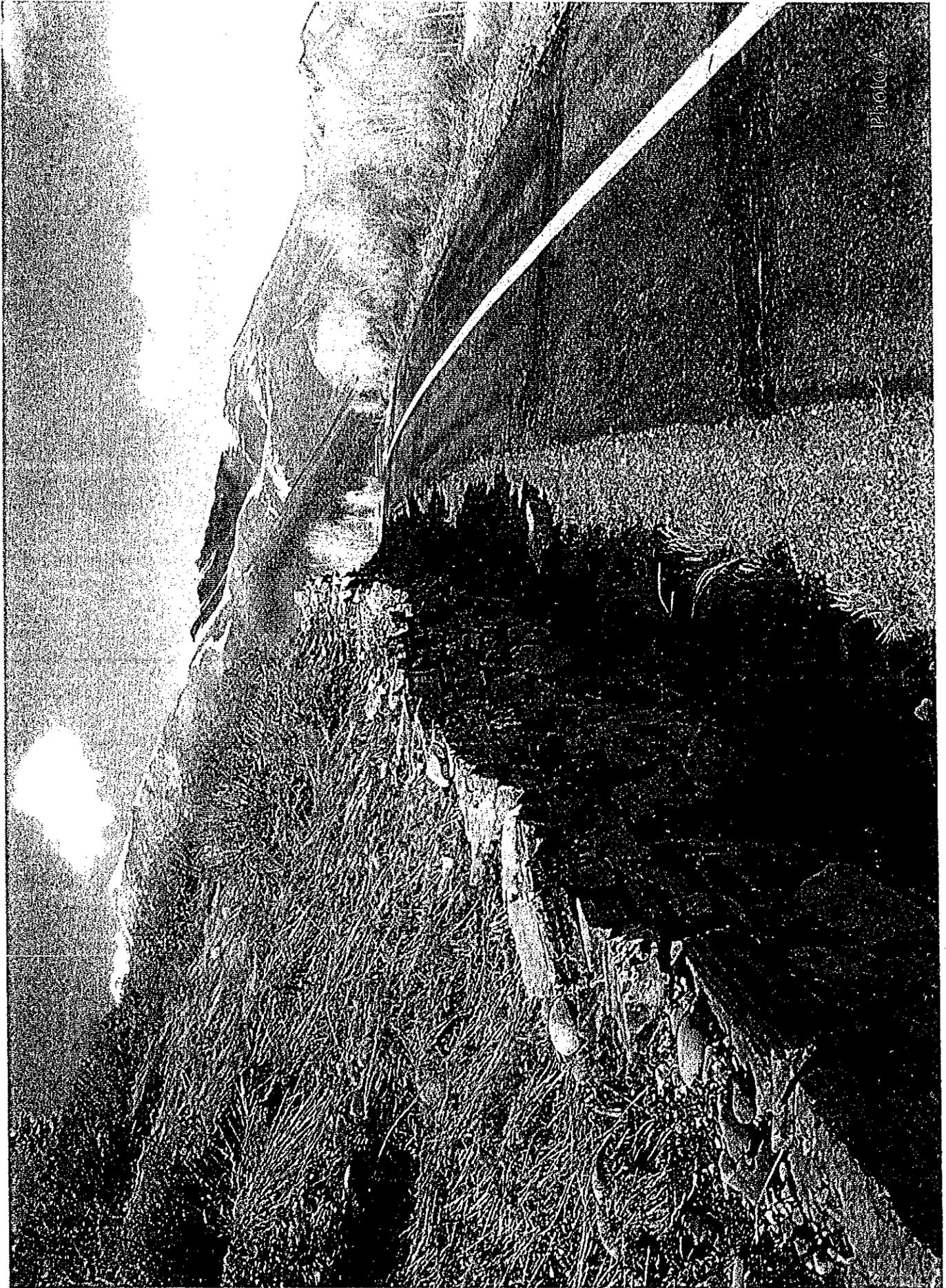
Cast-in-Place Cantilever Retaining Wall

Cast-in-place cantilever concrete retaining walls consist of a footing that extends back into the retained embankment (heel) and a shorter "toe" on the front. The wall face can be cast with a form-liner to provide nearly any type of texture, including a dry-stack stone appearance. To achieve the look of rock, the finished wall concrete is stained to give the appearance of natural rock. This type of wall typically requires the footing to be below frost depth and a significant cut into the retained side to complete construction.

Cantilever walls require that the embankment behind the wall be excavated for construction and backfilled after the wall is complete. The extent of the excavation depends upon the length of the heel, the stability of the retained soil and the slope of the soil above the wall. Site restoration of the embankment behind the wall is required.

Construction of cantilever retaining walls uses standard reinforced concrete construction methods with which most contractors are familiar.

PHOTOGRAPHS



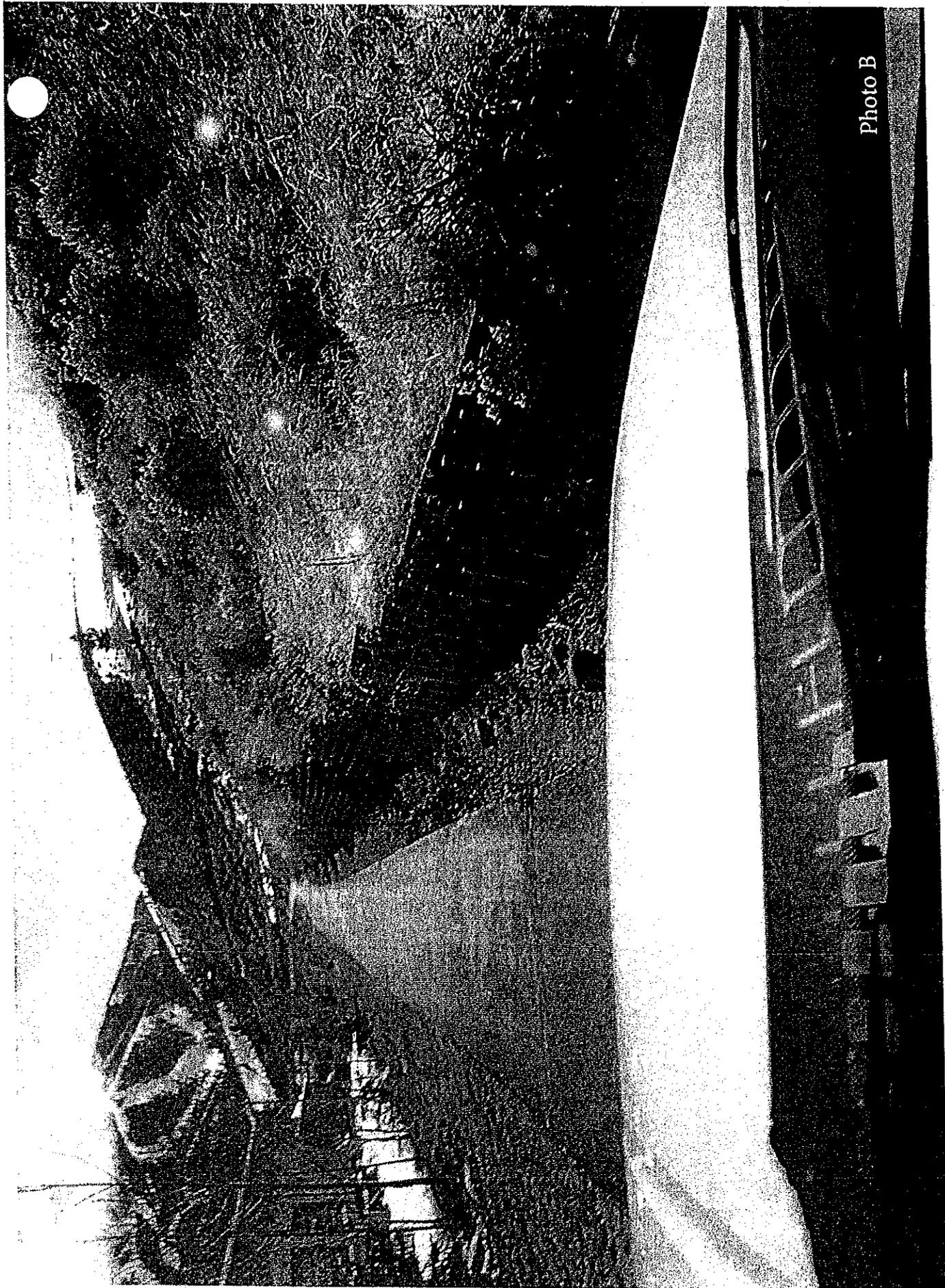


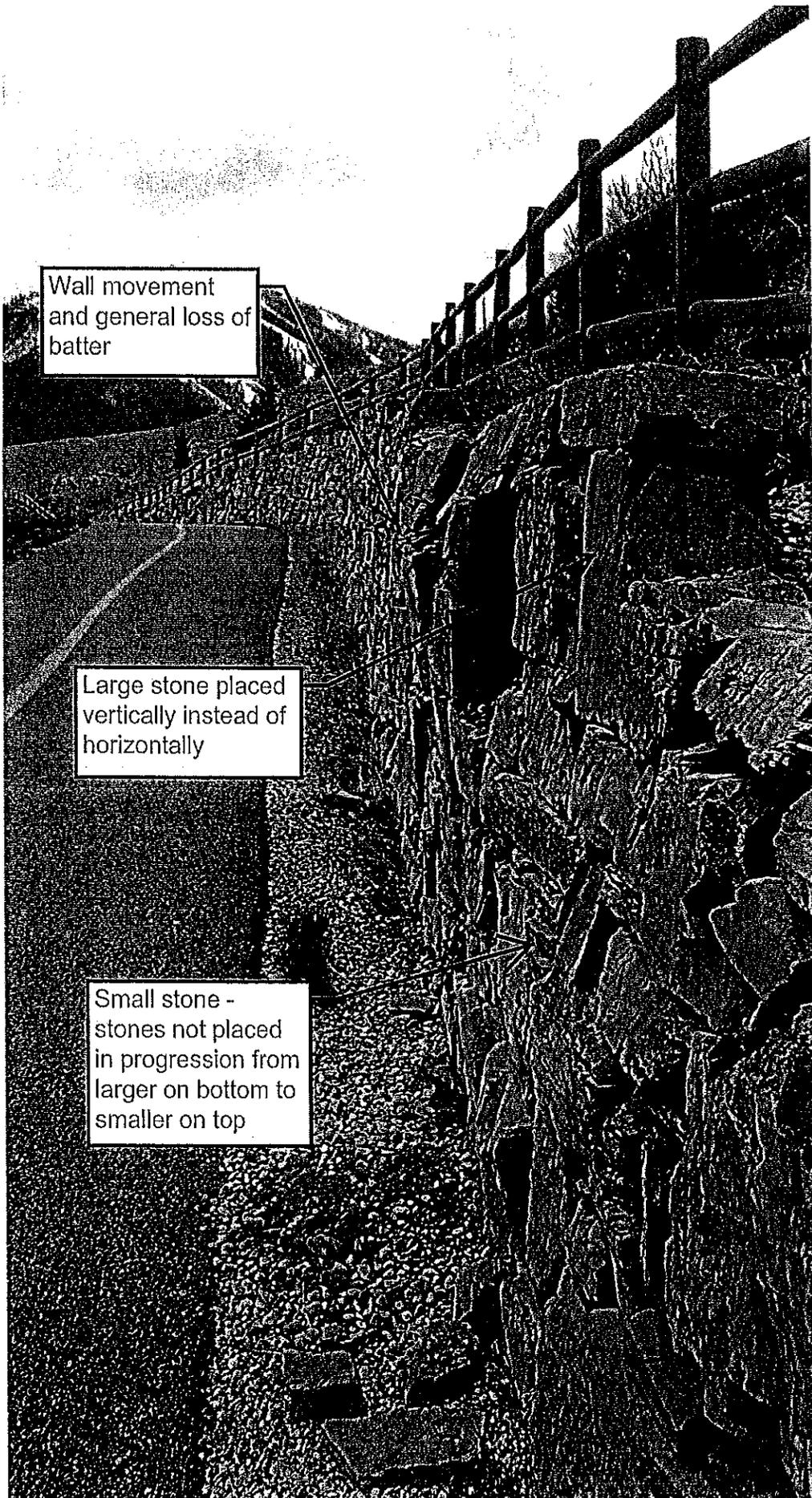
Photo B



Photo C



Photo D



Wall movement
and general loss of
batter

Large stone placed
vertically instead of
horizontally

Small stone -
stones not placed
in progression from
larger on bottom to
smaller on top

Photo E

DRY-STACK WALL

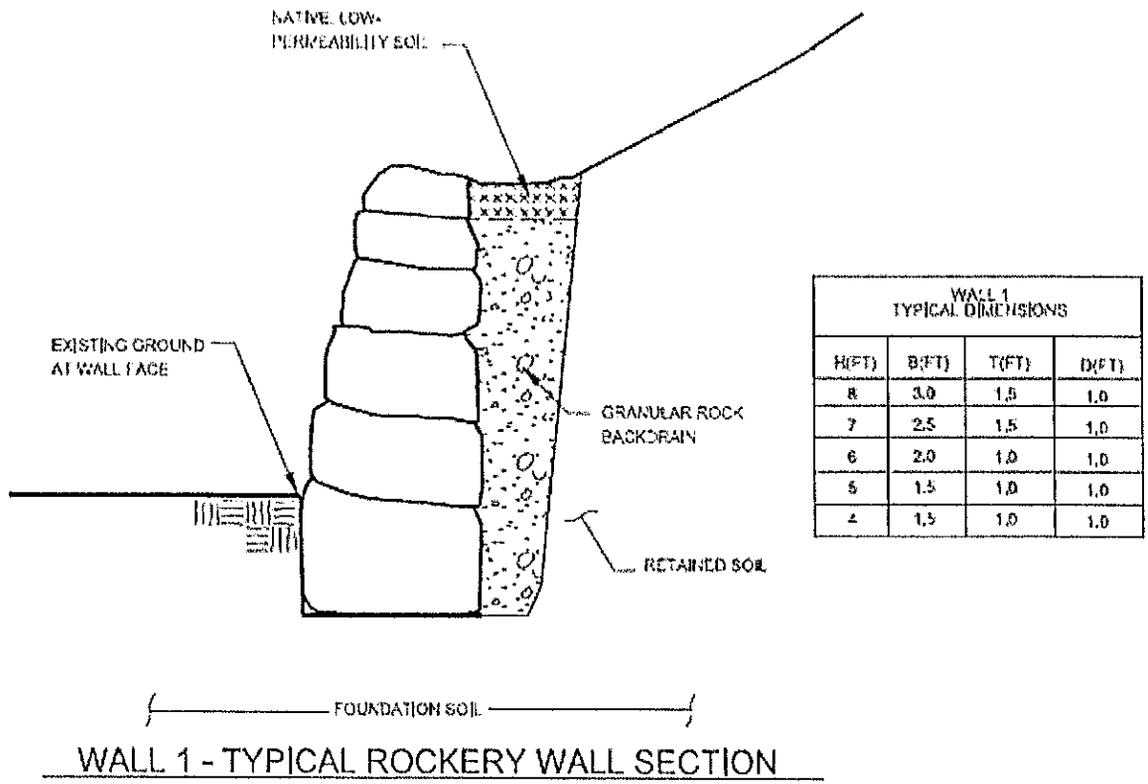
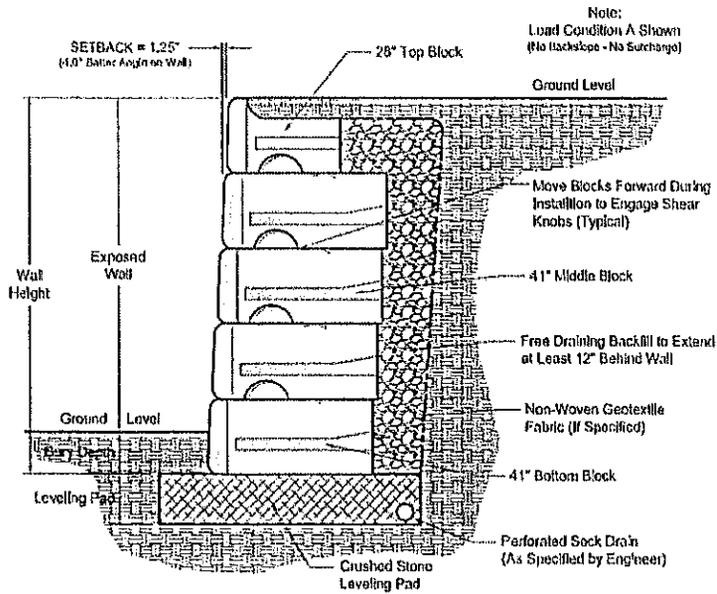


Figure 1. Dry-stacked wall cross section.

MODULAR BLOCK WALL SYSTEM

Typical Gravity Wall with 41" Blocks

No Scale



See Redi-Rock.com for Detailed Section Drawings of Each Condition Shown in the Design Charts

Figure 2. Modular block wall section.

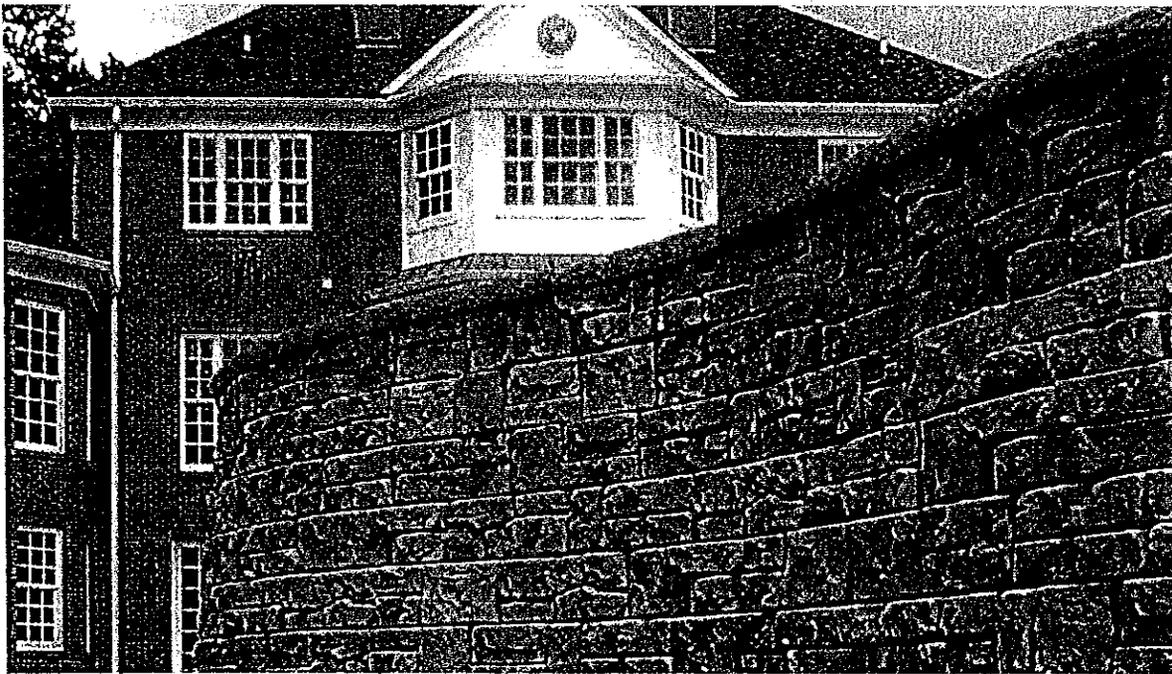


Figure 3. Redi-Rock Modular block wall example.

CAST-IN-PLACE CANTILEVER RETAINING WALL

Cantilevered concrete retaining wall

© 2011 Carson Dunlop

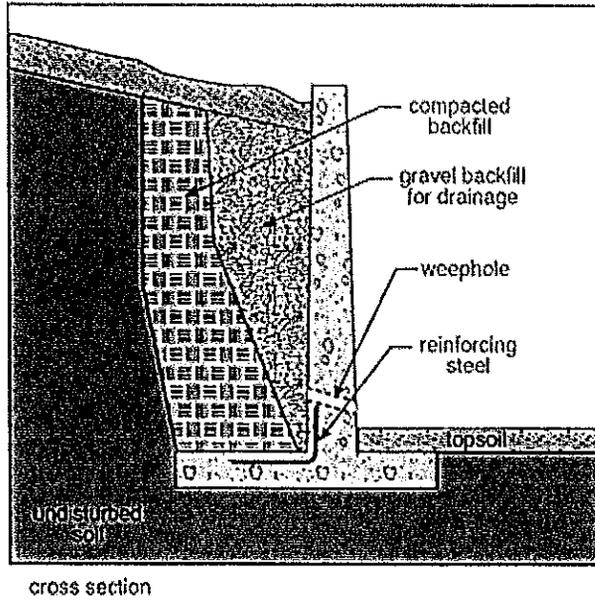


Figure 4. Typical cast-in-place concrete retaining wall

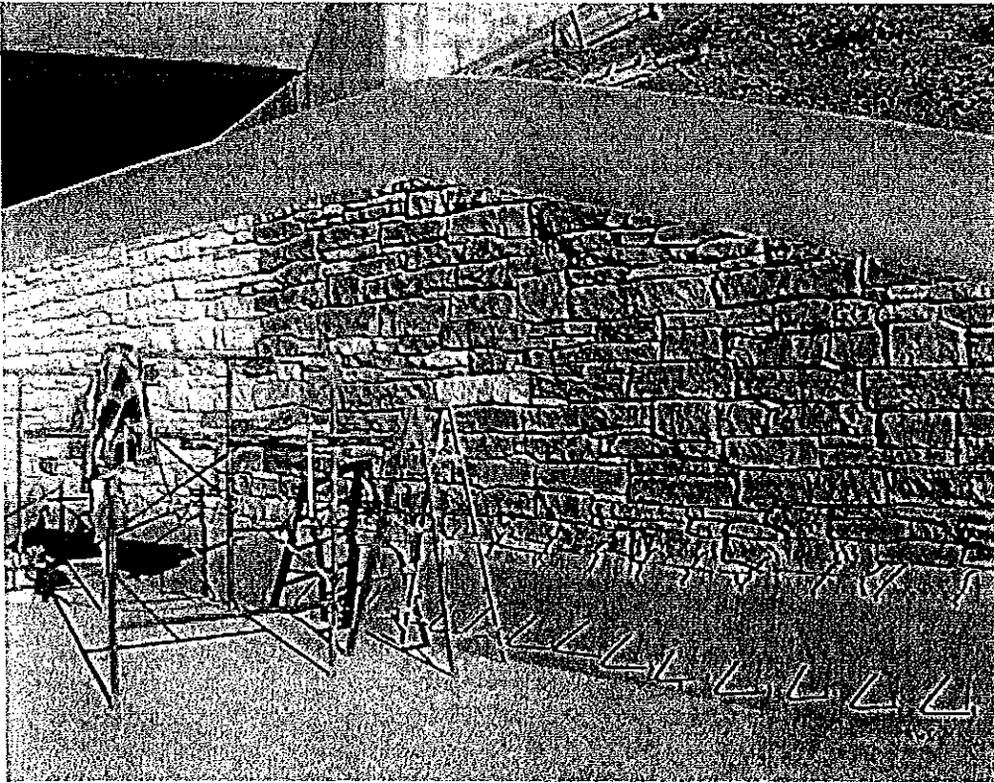


Figure 5. Example of cast-in-place concrete with stone wall formliner.

Millennial Landscape Services, Inc

P.O. Box 638, Hailey Id 83333
208-578-0500 Fax 208-578-9113

LANDSCAPE CONTRACT

THIS AGREEMENT made this 16, day of July, 2009 by and between
MILLENNIAL LANDSCAPE SERVICES, INC., (hereinafter referred to as Contractor)
and City of Sun Valley, (hereinafter referred to as Owner).

Owner and Contractor, in consideration of the mutual covenants hereinafter set
forth agree as follows:

(B) (WW)

(WW) (B)

1. Contractor shall furnish all labor and materials necessary to ~~landscape the~~ rebuild rock wall per
estimate attached as Exhibit A following described property, which owner warrants he owns, free and clear of liens and
encumbrances to wit: (property description) has appropriate easement on property

2. Contractor shall rebuild the Rock wall ~~perform the landscaping~~ in conformance with plans,
specifications, and breakdown attached and will do so in a workmanlike manner.
Contractor is not responsible for maintaining landscape unless Owner and Contractor
have agreed to such maintenance in a separate Maintenance Agreement.

3. Owner shall pay Contractor the sum of Twenty four thousand nine
hundred sixty Dollars and 00 cents (\$24,960.00) in
installments as set forth below:

This amount based on Estimate dated: July 13, 2009 and is based on actual
time and materials

The entire sum due upon completion.

In the event any installment is not made when due, Contractor may stop work until payment is made and for five (5) days thereafter. In the event any installment is not paid within ten (10) days after it is due, Contractor may take such action as may be necessary, including legal proceedings, to enforce his rights hereunder.

4. Prior to the start of construction, Owner shall provide a properly excavated and correctly zoned area, and shall identify the boundaries of owner's property by stakes on all corners, or crucial locations. ~~omit~~ (P) (WW)

5. Contractor shall not be responsible for claims arising out of improper placement or position of boundary stakes, nor shall Contractor be responsible for damage to persons or property occasioned by Owner or his agents, third parties, acts of God or other causes beyond Contractor's control. ~~Owner shall hold contractor completely harmless from, and shall indemnify Contractor for, all costs, damages, losses, and expenses, including judgments and attorney fees, resulting from claims arising from causes enumerated in this paragraph.~~ Contractor is responsible for claims arising from ~~his~~ the negligence of Contractor or his agents. (P) (WW)

6. In the event Owner desires changes, Owner, or his agent, will sign a Change Order which Change Order shall provide the description of the changes and the cost therefore.

7. In the event that the project is completed in phases or stages, maintenance will begin after completion of certain phases and either a change order or maintenance contract will come into effect. Maintenance will begin for hydro seed areas after establishment (usually 4-6 weeks). Sod areas, after the first mow. Trees & shrubs will be fertilized with installation and maintenance will begin after 30 days. Irrigation, after installation of system for irrigation only jobs. For complete jobs, after above mentioned times for sod and hydro seed. Blow outs, start ups and seasonal controller adjustments are considered maintenance and will be an additional charge. ~~omit~~ (P) (WW)

1st sentence is ok

Ⓜ Ⓜ

inspiration
y Millennium
andscape Ser.
representative
required
to inspect
amage and
etermine cause
efore warranty
s determined.

8. Guarantee: We guarantee all services for the period of 1 year from time of installation, where defects are found from poor quality product, or poor workman ship. If within said time health of product seems to decline, an extension of guarantee of specific items may be made. If Contractor does not maintain property, Contractor must be notified immediately of any decline of plant health or guarantee may be void. Contractor reserves the right to inspect declining plant health and remedy the situation. If plant material suffers or dies due to improper watering be it too much or too little and plants are not under contractors care, GUARANTEE WILL BE VOID. Plant material installed where there is not an automatic irrigation system WILL NOT BE GARANTEED. Irrigation systems are guaranteed for parts or labor for 1 year, except where system is damaged by some physical force i.e. snowplow, other contractors on job or vandalism. These situations will be repaired and billed additionally to the owner.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

MILLENNIAL LANDSCAPE SERVICES, INC.

By Bruce Bowen
Contractor

Raymond L. D.
Owner

SECTION 31 25 50
ROCKERY WALL

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. This Work consists of constructing rockery structures at the locations and to the dimensions shown on the plans. Rockeries are formed of interlocking, dry-stacked rocks without reinforcing steel, mortar, or concrete. Rockeries may be constructed as either single structures or in tiers.

1.02 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Association of State Highway and Transportation Officials (AASHTO):
 - a. T11, Standard Method of Test for Materials Finer Than 75 μ m (No. 200) Sieve in Mineral Aggregates by Washing.
 - b. T27, Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates.
 - c. T85, Standard Method of Test for Specific Gravity and Absorption of Coarse Aggregate.
 - d. T96, Standard Specification for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
 - e. T103, Standard Method of Test for Soundness of Aggregates by Freezing and Thawing.
 - f. T104, Standard Method of Test for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate.
 - g. T210, Standard Method of Test for Aggregate Durability Index.

1.03 SUBMITTALS

- A. Informational Submittals:
1. Prior to the start of rockery construction, submit the following:
 - a. References citing satisfactory completion of at least three rockeries of similar height and face area.
 - b. A summary of the experience of the primary equipment operator responsible for placement of base, facing, and cap rocks.
 - c. Provide a sample of the rock to be used.

1.04 GENERAL

- A. Verify the limits of rockery installation with Owner.

1.05 DEFINITIONS

A. The following definitions apply to rockery construction:

1. Base Rock: The base rock is the lowermost rock in the rockery, and bears directly on the soil/rock subgrade.
2. Facing Rock: The facing rocks comprise the bulk of the rockery and are stacked above the base rock.
3. Cap Rock: The cap rock is the upper most rock in the rockery section and "caps" the rockery.

PART 2 PRODUCTS

2.01 GRANULAR ROCK BACKDRAIN

A. Furnish granular rock backdrain conforming to the following table.

Granular Rock Backdrain Gradation	
Opening or Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T27 and T11)
1-inch	100
3/4-inch	80 - 100
3/8-inch	10 - 40
No. 4	0.0 - 5.0
No. 200	0.0 - 2.0

2.02 ROCK FOR ROCKERIES

A. General: Furnish hard, angular, and durable rock that consists of intact blocks without open fractures, foliation, or other planes of weakness. Conform to the following:

1. Rock has sufficient hardness so that it cannot be scratched with a knife or scratched only with difficulty.
2. Apparent specific gravity, AASHTO T85 2.5 min.
3. Absorption, AASHTO T85 4.2% max.
4. Los Angeles abrasion, AASHTO T96 (500 rev) 40% max.
5. Coarse durability index, AASHTO T210 50 min.
6. Sodium sulfate soundness (5 cycles), AASHTO T104 10% max.
7. Freeze-thaw loss (12 cycles), AASHTO T103 10% max.

B. Sizes and Shapes:

1. Furnish angular rocks that are generally cubical, tabular, or rectangular in shape.
2. Rock width and height are greater than or equal to one-third of the rock length.

C. Color: Furnish rocks with a color indigenous to the area. Submit at least three 12-inch samples of rock to be used for rockery facing that are representative of rock color for approval by the Engineer. Furnish rocks free of machine-made scratches, marks, or other damage to the visible face.

PART 3 EXECUTION

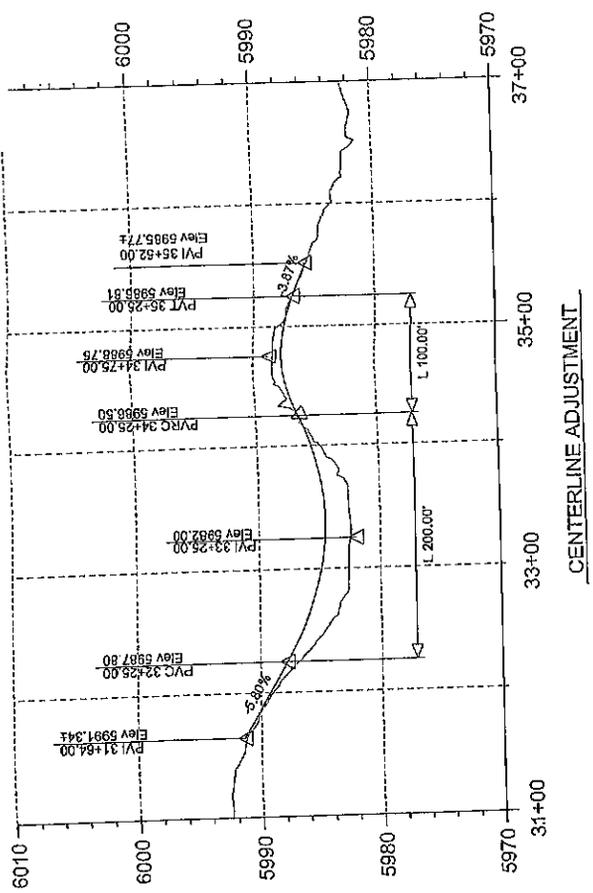
3.01 ROCKERY CONSTRUCTION

- A. Rockery Foundation Excavation: Perform the work under Section 31 23 13, Excavation and Subgrade Preparation, and Section 31 23 23, Fill and Backfill. Excavate a foundation trench at least 12 inches below the bottom of the wall, running the full length of the proposed rockery. Deeper embedment may be required where a toe slope is present or where a leveling pad is specified. Excavate the foundation to a minimum width equal to the specified base rock width ('B') plus 12 inches to include the granular rock backdrain behind the rockery. Conform to the following:
1. Excavate the foundation in sections such that the rockery can be constructed in one shift or one day's work, unless shoring is provided for the purpose to support the excavation.
 2. Exercise care during excavation of the back cut. Stability of temporary cut slopes is the responsibility of the Contractor.
- B. Rock Placement: Place the first course of rock (base rock) on firm, unyielding soil or bedrock with full contact between the rock and the subgrade. Excavate any loose, soft or other wise unsuitable material present at foundation grade and replace with foundation fill as shown in the plans. Compact the foundation fill according to Section 31 23 23, Fill and Backfill. As the rockery is constructed, place the rocks so that there are no continuous joints in either the vertical or lateral direction.
1. Stockpile a sufficient number of rocks to provide a good selection for placement. To obtain a better fit, place rocks which do not match the spaces offered by the previous course in a different location.
 2. Avoid placing rocks which have shapes that create voids with a linear dimension greater than 12 inches.

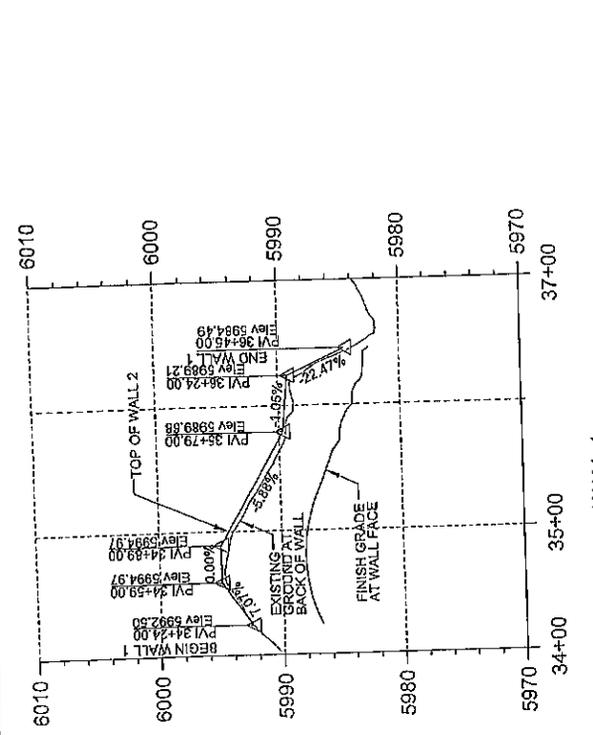
3. Except in isolated cases, place each rock so that it bears on at least two rocks below it. Locate at least one bearing point a distance no greater than 6 inches from the average face of the rockery.
 4. The allowable tolerance for base rock widths is 6 inches; however, do not place two or more consecutive base rocks with a width less than specified on the Drawings.
 5. Slope the top surface of each rock towards the back of the rockery at an inclination of at least 5 percent.
 6. The minimum rockery thickness is based on minimum base rock width, as specified on the plans, and allowable face batter.
 7. Securely place facing rocks so that the rocks are unable to be moved with a pry bar after the rockery is complete.
- C. Voids: Where voids with a minimum dimension of 6 inches or greater exist in the face of the rockery, chink the voids with smaller rock.
1. If there is no rock contact within the rockery thickness, chink the void with a smaller piece of rock.
 2. Chinking rocks do not provide primary structural support for the overlying rock.
 3. Chinking rocks can not be moved or removed by hand after rockery is complete. Reset loose chinking rocks until securely placed or grouted in place. Do not allow grout to be readily visible from the face of rockery.
- D. Rockery Drainage: Install the granular rock backdrain between the rockery and the back cut face being supported. The granular rock backdrain layer is at least 12 inches thick, measured horizontally from the back of the base rock to the face of the back cut. Place granular rock backdrain concurrent with rockery so that at no time is either more than 24 inches higher than the other.
1. Cap the granular rock backdrain with at least 12 inches of native, relatively impermeable soil.

END OF SECTION

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE INSTRUMENTS OF PROFESSIONAL SERVICE IN THE PROPERTY OF CH2M HILL AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2M HILL.



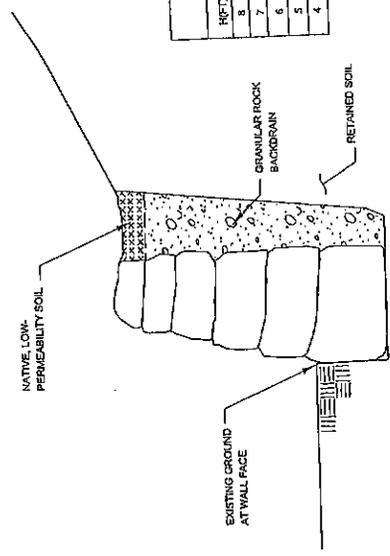
CENTERLINE ADJUSTMENT



WALL 1

WALL 1 TYPICAL DIMENSIONS

HGT.	BF(FT)	T(FT)	D(FT)
8	3.0	1.5	1.0
7	2.5	1.5	1.0
6	2.0	1.0	1.0
5	1.5	1.0	1.0
4	1.5	1.0	1.0



WALL 1 - TYPICAL ROCKERY WALL SECTION



DESIGNED BY	DATE	REVISION
CHECKED BY		
IN CHARGE BY		

VERIFY SCALE
 BANK IS ONE HALF INCH
 OR ORIGINAL DRAWING IS 1/2"
 IF NOT ONE HALF INCH
 BANK IS ONE HALF INCH
 BY JAVO SCALES ACCORDINGLY

CITY OF SUN VALLEY
 2008 SUN VALLEY EAST MOUNTAIN
 IMPROVEMENT PROJECT

SINGULAR EXISE PATHWAY PROJECT
 WALL 1 PROFILE & DETAIL
 CENTERLINE VERTICAL ALIGNMENT ADJUSTMENT

FILENAME: S:\adams\j_2010\p101.dwg
 PLOT DATE: 6/22/08
 PLOT TIME: 12:02:29 PM

SHEET 11 of 13
 DWG PROJ DATE JUNE 2008 PROJ 350794

CITY OF SUN VALLEY SUN VALLEY, IDAHO

43535

<u>INVOICE NO</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>GL Number</u>
7090	8/11/2009		29,771.38	50-470-833

Install

CHECK: 43535 8/11/2009 4258 MILLENNIAL LANDSCAPE SERV, INC

Check Total: 29,771.38

Millennial Landscape Services, Inc.

Invoice

P.O. Box 638
 Hailey, ID 83333
 2 578-0500
 www.m-l-s-inc.com

DATE	INVOICE #
8/10/2009	7090

BILL TO
City of Sun Valley P.O. Box 416 Sun Valley, ID 83353

P.O. NO.	TERMS
	Due on Receipt

ITEM	DESCRIPTION	SERVICED	QTY	RATE	AMOUNT
Labor Construc...	Job as bid			24,960.00	24,960.00
Labor Construc...	Additional Face Feet Wall built		61	17.83	1,087.63
Labor Construc...	C. O.# 175			825.00	825.00
Labor Construc...	C.O. # 177			618.75	618.75
Labor Construc...	C. O. # 179			930.00	930.00
Labor Construc...	C. O. # 176			1,350.00	1,350.00
	Sales Tax			6.00%	0.00

Thank you for letting us be of service.

Total

\$29,771.38

Millennial Landscape Services, Inc.

P.O. Box 638 Hailey ID 83333

208-578-0500

Fax 208-578-9113

Email millennial@sunvalley.net

WORK AUTHORIZATION/CHANGE ORDER

Name <u>City of Sun Valle,</u>	Date <u>8/5/09</u>
Address	Phone
City, State, Zip	

Millennial Landscape services is hereby authorized to complete the following:

Well #1 (Western)

1425 ϕ filter fabric for barrier from drain field
to top soil
1425 x .40 ϕ = \$570

Well #2 (East)

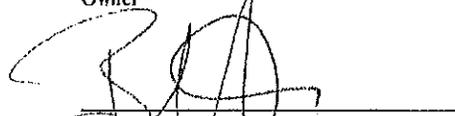
900 ϕ filter fabric for barrier from drain field
to top soil
900 x .40 ϕ = \$360

The charge for these services is not to exceed \$ \$930

Payment will be made upon completion, or as specified in original contract.


 Owner

8/7/09
 Date


 Millennial Landscape Services

8/7/09
 Date

Millennial Landscape Services, Inc.

P.O. Box 638 Hailey ID 83333

208-578-0500

Fax 208-578-9113

Email millennial@sunvalley.net

WORK AUTHORIZATION/CHANGE ORDER

Name	City of Sun Valley	Date	8/22/09
Address		Phone	
City, State, Zip			

Millennial Landscape services is hereby authorized to complete the following:

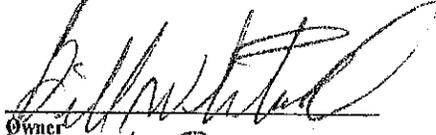
27 hours @ \$ 50 /hr to move stone from wall off site to storage facility. Then return stone from storage facility back to work site.

Price includes machine charges & labor.

Per discussion of Bill from the street dept

The charge for these services is not to exceed \$ 1350⁰⁵

Payment will be made upon completion, or as specified in original contract.


Owner

8/2/09
Date


Millennial Landscape Services

8/5/09
Date

Millennial Landscape Services, Inc.

P.O. Box 638 Hailey ID 83333

208-578-0500

Fax 208-578-9113

Email millennial@sunvalley.net

WORK AUTHORIZATION/CHANGE ORDER

Name	City of Sun Valley	Date	7/30/09
Address	Sinclair Parkway	Phone	
City, State, Zip			

Millennial Landscape services is hereby authorized to complete the following:

Add 225 LF. of 4" perf. dr. pipe behind wall for proper drainage

Per discussion with Bill from Street Dept

The charge for these services is not to exceed \$ 618.75

Payment will be made upon completion, or as specified in original contract.


 Owner

8/7/09
 Date


 Millennial Landscape Services

8/5/09
 Date

Millennial Landscape Services, Inc.

P.O. Box 638 Hailey ID 83333

208-578-0500

Fax 208-578-9113

Email millennial@sunvalley.net

WORK AUTHORIZATION/CHANGE ORDER

Name <u>City of Sun Valley</u>	Date <u>8/3/09</u>
Address	Phone
City, State, Zip	

Millennial Landscape services is hereby authorized to complete the following:

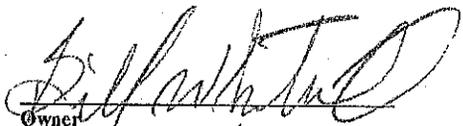
Install 300 LF. of 4" inch perf. pipe behind wall for proper drainage.

Price shall be \$ ⁶825.⁰⁰ To include labor + materials

Per on site discussion with Bill from Street dept

The charge for these services is not to exceed \$ 825⁰⁰

Payment will be made upon completion, or as specified in original contract.


Owner

Millennial Landscape Services

8/7/09
Date

8/5/09
Date

CITY OF SUN VALLEY SUN VALLEY, IDAHO

46807

INVOICE NO	DATE	DESCRIPTION	AMOUNT	GL Number
9792	4/24/2012		3,639.84	10-431-780

Repair

CHECK: 46807 4/25/2012 4258 MILLENNIAL LANDSCAPE SERV, INC

Check Total: 3,639.84

Millennial Landscape Services, Inc.

Invoice

P.O. Box 638
 Hailey, ID 83333
 208-578-0500
 www.m-l-s-inc.com

DATE	INVOICE #
4/17/2012	9792

BILL TO
City of Sun Valley P.O. Box 416 Sun Valley, ID 83353

SHIP TO

P.O. NO.	TERMS
	Due on Receipt

DESCRIPTION	SERVICED	QTY	RATE	AMOUNT
Removal of fallen stone, backfill material and other debris.	4/9/2012	19.5	35.00	682.50
Repair/construct new wall and backfill.	4/11/2012	49.5	35.00	1,732.50
New 1" Crushed Gravel (4 cy)	4/11/2012	1	44.16	44.16
Excavate soil on top of wall and install new drain pipe.	4/12/2012	16	35.00	560.00
Perforated drain pipe and couplers	4/12/2012	1	340.68	340.68
Remove soil on top of second wall and adjust location of stones, backfill.	4/13/2012	8	35.00	280.00
Thank you for letting us be of service.			Total	\$3,639.84