

RESOLUTION NUMBER 03-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH EIGHT SEPARATE INDEPENDENT CONTRACTORS TO PERFORM AND COMPLETE SNOW REMOVAL SERVICES FOR THE CITY.

WHEREAS, it is the policy for the Ketchum Street Department to maintain the city streets in as safe a condition as possible during the winter months, depending upon available budget, manpower and equipment; and

WHEREAS, the City desires to employ Contractors as independent contractors to perform and complete snow removal work for the City.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Ketchum, Idaho:

1. That the City Council of the City of Ketchum hereby finds that said Agreements (**See Exhibit A.**) are in the best interest of said City and the inhabitants thereof in order to protect and promote the public health, safety and welfare;
2. That said Agreements are in accordance with and authorized by the laws of the State of Idaho; and, that
3. The City Council of the City of Ketchum, Idaho, hereby authorizes and instructs the Mayor of said City to execute Independent Contractor Snow Hauling Agreements for the winter months of 2003–2004, terminating May 1, 2004, with the following Contractors:

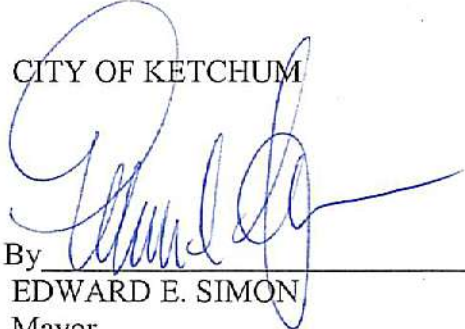
Clark Monk Excavation  
Joe's Backhoe Service  
Burks Excavation  
Shannon Erwin Excavation  
Peterson Trucking  
KD Excavation  
KATCO Excavation  
C & R Concrete

DATED this 3<sup>RD</sup> day of November, 2003.

ATTEST:

  
  
SANDRA E. CADY  
City Clerk

CITY OF KETCHUM

  
By \_\_\_\_\_  
EDWARD E. SIMON  
Mayor

STATE OF NEW YORK

IN SENATE  
January 11, 1911

REPORT  
OF THE  
COMMISSIONERS OF THE  
LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
MAY 11, 1909, AND BY THE ASSEMBLY  
MAY 11, 1909, AND BY THE SENATE  
MAY 11, 1910, AND BY THE ASSEMBLY  
MAY 11, 1910.

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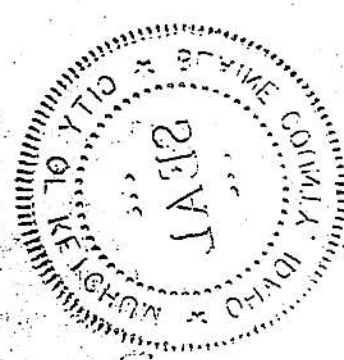
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COMMISSIONERS OF THE  
LAND OFFICE



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## INDEPENDENT CONTRACTOR SNOW HAULING AGREEMENT

THIS AGREEMENT is made between the CITY OF KETCHUM, IDAHO, a municipal corporation of the State of Idaho (hereinafter the "City") and SAMPLE CONTRACT doing business as \_\_\_\_\_, (HEREINAFTER the "CONTRACTOR").

THE PARTIES AGREE AS FOLLOWS:

1. **AGREEMENT.** The City hereby employs the Contractor as an independent contractor to perform and complete the following work:
  - a. **Procedure**
    - i. The Contractor will provide drivers, trucks, and trailers necessary to haul snow from City designated streets.
    - ii. The City will place the snow in the Contractor's trucks and trailers.
    - iii. The Contractor's drivers will haul the snow in the Contractor's trucks and trailers to a City designated snow dump.
  - b. **Duties**
    - i. The Contractor's trucks and trailers will use only biodegradable truck and trailer bed liner materials to provide for any non-stick surface.
    - ii. The Contractor shall provide all materials and services to complete and perform said work in accordance with the terms identified in this Agreement.
    - iii. The City will make all reasonable efforts to work until all of the snow is hauled, however, the City may choose to take a break before all of the snow is hauled.
    - iv. The City will not provide meals to the Contractor during breaks.
    - v. The Contractor is solely responsible for freeing any of his vehicles that become stuck.
2. **WAIVER** If the Contractor requests the City's assistance in any matter and the City is able and willing to assist the Contractor the Contractor hereby agrees to hold the City harmless and waives, releases, acquits, and forever discharges any and all claims against the City of Ketchum, and its employees from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage resulting or to result from the City's assistance.

**EXHIBIT A**