

RESOLUTION 34

WHEREAS, the Idaho Transportation Department, hereafter called the ITD, has submitted an agreement regarding soil to be excavated from the Dover Wetlands Park and work to be performed by the State in return for storage of the excess soil by the City; and

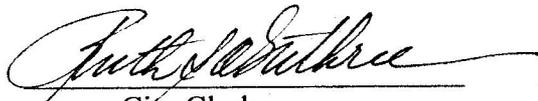
**LET IT BE RESOLVED:**

1. That the aforementioned Agreement is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called ~~special~~ (X-out non-applicable term) meeting of the City Council, City of Dover, held on November 14, 2002.

(Seal)

  
City Clerk

- 2) The City does hereby fully, finally and forever release, acquit, and discharge the State of Idaho, ITD, M.A. DeAtley Construction Co, its and their heirs, indemnitors, insurers, agents, servants, representatives, successors, employees and assigns, and all other persons, firms or corporations with whom they may have or now hereafter be affiliated, and any person or persons acting for, by or through them, or on their behalf in any way, of and from any and all past, present or future claims, demands, obligations, actions, cause of actions, rights damages, costs, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, and whether for compensatory or punitive damages, which the undersigned may have or in any way grow out of, the State's use and occupancy of the City premises for the purpose of stockpiling excess excavated soils.
- 3) The parties hereby declare that except as is set forth herein, no promise, inducement or agreement has been made to the parties, that this Agreement and Release contains the entire agreement between the parties, and that the terms of this agreement are contractual and not a mere recital.

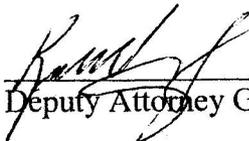
**EXECUTION**

This Agreement is executed for the ITD by the District One Engineer, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Dover.

**IDAHO TRANSPORTATION DEPARTMENT**

Approved:

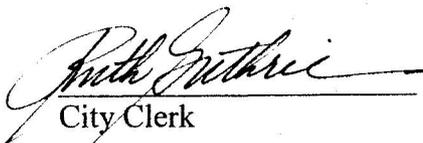
APPROVED BY:

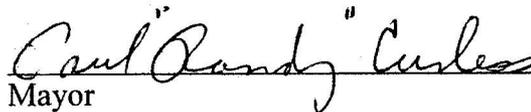
  
Deputy Attorney General

\_\_\_\_\_  
Scott Stokes, District One Engineer

ATTEST:

**CITY OF DOVER**

  
City Clerk

  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_:

## COOPERATIVE AGREEMENT

This Agreement is made and entered into this 14th day of NOVEMBER, 2002, by and between the Idaho Transportation Department (hereafter "ITD") and the City of Dover, Idaho (hereafter "City") for the purpose of settling and resolving fully and completely certain verbal agreements between the parties.

### Recitals

A. As a result of the excavation required to construct the Dover Wetlands Park in accordance with the Plans and Specifications, a quantity of approximately 24, 000 cubic yards of soil had to be wasted.

B. In return for certain improvements to its facility, the City offered ITD a portion of its property adjacent to the Dover Sewer Treatment Plant as a permanent storage site for the foresaid quantity of excess soil excavation.

C. The improvements to the City facility are, specifically and completely, as follows:

- 1) Elimination of the berms originally designed to be constructed behind the Dover Sewer Treatment Plant.
- 2) Shaping and grading of the ground immediately adjacent to the West side of the Dover Sewer Treatment Plant, from the Plant to the beginning of the soil stockpile (a distance of approximately 200 feet) to accommodate drainage of water from North to South.
- 3) Shaping and grading of the stockpiled material to provide pleasing, uniform slopes and a flattened top.
- 4) Seeding of the stockpiles with native grass seeds.
- 5) Providing security fencing around the power service entrance at the Sewer Treatment Plant
- 6) Providing security walls around the generator structure at the Sewer Treatment Plant.
- 7) Shaping and Grading of the Sewer Treatment Plant parking area to accommodate drainage and eliminate puddling water.

WHEREFORE and in consideration of satisfaction of the mutual promises of the parties it is agreed as follows:

- 1) ITD agrees to fully implement the above described improvements to the Dover Sewer Treatment Plant, including all necessary labor, equipment, materials and any and all other costs that may be associated with such improvements.

**ROADWAY DESIGN**

REGISTER NO. 4550