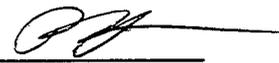


**AGENDA ITEM SUMMARY**

DATE: 6/14/10 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to authorize the Mayor to sign the grant agreement with the Idaho Department of Parks and Recreation for a restroom at the RV dump station.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

We received a grant for \$40,876 to install a pre-fab restroom at the RV dump station at McKercher Park. The restroom will be the same as were installed at Keefer Park. The scope of the project includes a picnic area to the south and replacing the existing water supply for the RVs to a frost free to allow for a longer period of use.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14  
Comments:

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	_____
___ Safety Committee	___ P & Z Commission	___ Police	_____
___ Streets	___ Public Works, Parks	___ Mayor	_____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

Draft 12-30-03



May 28, 2010

JUN - 8 2010

*TH*

Tom Hellen  
City of Hailey  
115 Main St. S Suite H  
Hailey, ID 83333

**C. L. "Butch" Otter**  
governor

**Nancy C. Merrill**  
director

**David M. Ricks**  
deputy director

.....  
IDAHO PARK AND  
RECREATION BOARD  
.....

**Steve Klatt**  
region one

**Randal F. Rice**  
region two

**Ernest J. Lombard**  
region three

**Latham Williams**  
region four

**Jean S. McDevitt**  
region five

**Douglas A. Hancey**  
region six

.....  
IDAHO DEPARTMENT OF  
PARKS AND RECREATION  
.....

p.o. box 83720  
boise, idaho 83720-0065

(208) 334-4199

fax (208) 334-3741

tdd 1-800-377-3529

street address  
5657 warm springs avenue  
boise, idaho 83716

www.parksandrecreation.idaho.gov

Dear Tom,

It is my pleasure to inform you that the Idaho Park and Recreation Board has approved funding for the Dump Station Improvements at Hailey in the amount of \$40,876. At the same time, I would like to commend you for your efforts to improve outdoor recreation facilities and services in Idaho.

The grant number assigned to this project is #RV11-3-07-1. Please use this grant number on all correspondence regarding this project.

Enclosed are the necessary grant agreement forms which detail the scope of the project, funding sources, and specific commitments associated with the use of these funds. Please sign and return both agreements with original signature of the individual with authority to make long-term obligations for their respective agency or organization, within (60) days of this letter to:

Jill Murphey  
South Region Grant Specialist  
PO Box 83720  
Boise, ID 83720-0065

An original agreement will be returned to you along with other necessary forms and further instructions.

Funds for this project will be available beginning July 16, 2010. All work on this project must be completed and payments made by the end of the project period.

Thank you for your interest in IDPR's grant programs and for your service to Idaho's recreating public. If you have any questions please contact Jill Murphey, South Region Grant Specialist, at (208) 514-2432 or [Jill.Murphey@idpr.idaho.gov](mailto:Jill.Murphey@idpr.idaho.gov).

Sincerely,

*Nancy Merrill*

Nancy Merrill  
Director

Enclosures

Idaho Department of Parks and Recreation  
**STATE RECREATION PROGRAMS**

AGREEMENT FORM

Applicant: City of Hailey	Project No: RV11-3-07-1
Project Name: Dump Station Improvements	Date Approved: 5/11/2010
Location: Hailey	Project Period: From: 5/11/2010 To: 6/30/2011

It is mutually agreed and understood that the use of these funds will be for the purposes stated on the attached Exhibit A which is incorporated herein by this reference and subject to the terms as described herein. It is also understood that the Applicant is responsible to obtain all necessary permits; follow applicable bidding laws; keep accurate records of expenses for audit purposes; construct all improvements according to mutually agreed upon construction standards and all applicable state, local, or federal codes and maintain improvements to be open and safe for public use, without regard to one's race, gender, national origin, religion, or disability. It is expressly agreed that the Department's sole involvement in the project covered by this agreement is in design and contribution of funds, that the Department shall acquire no interest in the property or improvements covered by this agreement, and that the Department and the state of Idaho, therefore, shall not bear any liability for use of the facilities or project area except insofar as such loss may be attributable to design by the Department. It is mutually agreed that the Applicant will comply with the rules governing the appropriate recreation program in effect as of the date of this agreement.

In witness thereof:

APPROVED:

\_\_\_\_\_  
Signature-Applicant's Authorized Representative

\_\_\_\_\_  
Idaho Department of Parks and Recreation

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Project Name:

Hailey RV Dump Station Improvements

For IDPR Use Only Grant #	Source of Funding			IDPR Use Only
	(C) Total Cost	(B) Matching Share	(A) Grant Request	Amount Approved
	\$38,376		\$38,376	
Pre-Fab Restroom				
Foundation, Water & Sewer Connections	\$12,000	\$12,000		
ADA Access	\$2,500	\$2,500		
Electrical Hook-up	\$3,000	\$3,000		
Plumbing Connection	\$2,000	\$2,000		
Upgrade RV Fill Hydrant	\$5,500	\$5,500		
Picnic Tables (2), Trash Receptacles (2), Parking Signs	\$2,500		\$2,500	
Engineering Design Costs	\$3,000	\$3,000		
<b>TOTALS</b>	\$68,876	\$28,000	\$40,876	40,876
<b>% of TOTAL</b>	100%	41%	59%	%

*\*Round to the nearest dollar and percentage. Be sure to check your addition. Columns A+B=C.*

**NOTES:**

- For RV, WIF, ORMV, Motorbike, Road & Bridge projects – match is not required (except for motorized equipment as noted below), but more points are awarded to projects with financial commitments from the sponsor.
- For RTP projects only – A 20% match is required with 5% of the total project being non-federal money.
- For WIF projects only – grants for motorized equipment valued up to \$50,000 require a 25% match. WIF grants for motorized equipment valued at greater than \$50,000 require a 20% match.
- For ORMV, RTP, Motorbike and RV projects - grant requests for motorized equipment over \$1,000 (each) and under \$50,000 (each) shall require a minimum of 50% matching funds to be eligible for funding under Board Policy.
- For LWCF – 50% match is required.



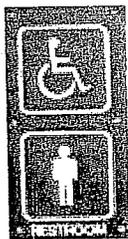
# CORTEZ

Small, double flush, fully accessible.



*\*Shown with barnwood textured walls, cedar shake textured roof.*

The Cortez is an economical double flush toilet building designed with a 60" turning radius within each toilet room. The turning radius is measured exclusively of all fixtures, walls and the door. The Cortez's standard features include sink, toilet bowl, electric hand dryer and interior and exterior entry lights.



The Cortez is ideal for both urban and rural areas that experience extreme vandalism. It also meets the needs of those who must

provide a current A.D.A. toilet facility without the costly rehabilitation of their existing facilities.

### **Durability:**

The Cortez is engineered and designed for long-life in extreme conditions. The building meets or exceeds the effects of a Zone 4 earthquake, a 140-mph wind load and a 250 pounds per square foot snow load.

### **Maintenance:**

The Cortez is extremely easy to maintain. With our steel reinforced 5,000 psi concrete construction, the building will not rot, rust, or burn. The building interior is primed and painted

with white paint to reflect natural light from the Lexan windows mounted in heavy steel frames cast into the walls.

Cleaning of the building interior is easily accomplished with a brush and warm soapy water. The walls and roof structure are made of "colored through concrete", coated with an exterior stain, followed by an anti-graffiti sealer.

Meets UFAS, A.D.A. and Title 24 statute of the State of California

Vandal resistant building & toilet components

4" thick steel reinforced concrete walls

5" thick steel reinforced concrete roof & floors

Quick installation and hookup at the jobsite

Available in (25) different and unique earthtone colors

Barnwood, stucco, exposed aggregate, or split face block exterior wall textures

Cedar shake, ribbed metal, or exposed aggregate exterior roof textures

Custom textures and colors available



**Utilities:**

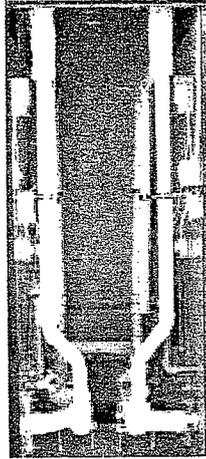
The Cortez's utilities are pre-wired, plumbed and tested before shipping to meet local code requirements. They are conveniently concealed within the chase/storage area for easy hookup and maintenance and to reduce the effects of vandalism.

Standard plumbing fixtures are made of vitreous china construction. Optional stainless steel fixtures are available with this model. Hot water and room heaters are also available as options on this restroom.

**Hook Up and Installation:**

The Cortez requires minimal site work. It

is designed to sit on a three-quarter minus gravel base of six-inches thick, compacted to a ninety-five percent compaction



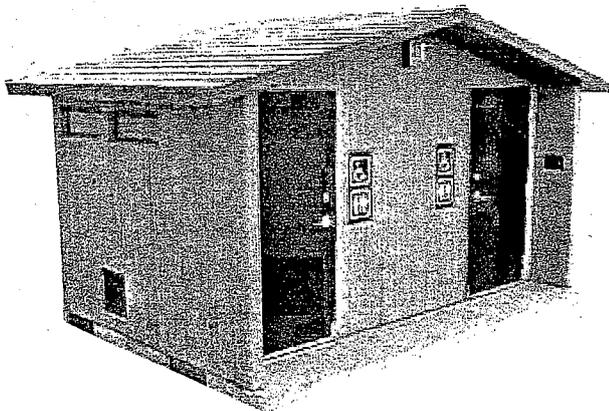
level. The water, sewage and electrical utility lines are stubbed up through the prepared base material to match up with the utility access hole within the floor of the chase area.

Hookup of the three utility lines can be completed in a matter of hours by connecting the pre-plumbed and wired lines to those stubbed up through the base material.

**Quality and Value:**

Because of our two state-of-the-art, 120,000 square foot production facilities, CXT can produce consistently higher quality buildings at a lower cost to meet the needs of city, county, state and federal agencies.

We at CXT take pride in our craftsmanship and are ready to provide you with our legendary customer service. See why we say, "Once you buy a CXT produced building you will never purchase anything else."



*\*Shown with cedar shake textured roof.*

**LB Foster**

CXT® Concrete Buildings

CXT Incorporated  
An L.B. Foster Company

Spokane Industrial Park  
3808 N. Sullivan Road Bldg. #7  
Spokane, WA 99216

Telephone 509-921-8766  
Fax 509-928-8270  
Toll Free 800-696-5766

www.cxtinc.com

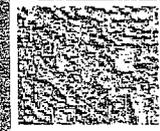
**Wall Textures:**

*Standard*



*Barnwood*

*Available Options:*



*Stucco*



*Exposed Aggregate*



*Split Face Block*

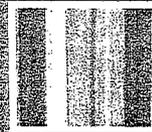
**Roof Textures:**

*Standard*

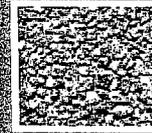


*Cedar Shake*

*Available Options:*



*Ribbed Metal*



*Exposed Aggregate*

*Also available in custom colors and textures.*

FM157026  
ISO 9001 Certified







# OFFICE OF ENERGY RESOURCES

C.L. "BUTCH" OTTER  
Governor

PAUL KJELLANDER  
Administrator



322 East Front Street, P.O. Box 83720  
Boise, Idaho 83720-0098

(208) 287-4800  
fax (208) 287-6700

RECEIVED  
JUN 02 2010

June 2, 2010

**TO:** Energy Efficiency and Conservations Block Grant (EECBG) award recipient

**FROM:** Stacey Donohue  
Program Manager  
Office of Energy Resources (OER)

**RE:** EECBG Phase Two Contracts

Enclosed you will find two original copies of a contract for your EECBG Phase Two project.

Please have the appropriate person sign and return both copies to me within 7 days. The place of signing is marked by tabs. Once received, I will submit them to our Administrator, Paul Kjellander, for his signature and return one executed copy to you for your records.

I look forward to receiving these from you. If you have any questions, please call me at 208-287-4911.

Sincerely,

A handwritten signature in cursive script that reads "Stacey Donohue".

Stacey Donohue  
Office of Energy Resources

ENERGY EFFICIENCY/CONSERVATION BLOCK GRANT PROGRAM

CITY OF HAILEY

CONTRACT # CON00078

PROVISIONS

This contract, entered into between the OFFICE OF ENERGY RESOURCES ("Office") and City of Hailey ("Contractor"), an Idaho city, is made in reference to the following facts:

RECITALS

1. Under Title IV of the American Recovery and Reinvestment Act 2009 (Public Law 111-5) ("ARRA") Congress appropriated moneys for the U.S. Department of Energy ("DOE") to issue formula-based grants to states, U.S. territories, units of local government, and Indian tribes under the Energy Efficiency and Conservation Block Grant ("EECBG") Program. DOE's authorization for this program is set forth in Title V, Subtitle E of the Energy Independence and Security Act ("EISA") of 2007.
2. On March 26, 2009, the Department of Energy issued a Funding Opportunity Announcement ("FOA"), Catalogue of Federal Domestic Assistance ("CFDA") Number 81.128, which offered States the opportunity to apply for ARRA financial assistance to fund projects under the EECBG. These projects would, among other things, increase energy efficiency or the use of renewable energy sources.
3. The Office of Energy Resources applied to the U.S. Department of Energy for an award of ARRA EECBG funding for financial assistance under CFDA Number 81.128 for several projects, including a competitive energy efficiency sub-grant project for

Idaho cities and counties that did not receive direct Energy Efficiency and Conservation Block Grants. On or about September 28, 2009, DOE issued Award No. DE-EE0000814, authorizing the Office to proceed with the project.

4. On December 21, 2009 the Office of Energy Resources issued a Statewide Request for Proposals for those cities and counties interested in this project. Proposals were due on January 22, 2010 and selection was done in February, 2010. Contractor was selected from respondents to the Request for Proposals.
5. Every project funded, including this one, must comply with a number of federal requirements, including the National Environmental Policy Act ("NEPA"). This proposal falls under Part I of the NEPA template, and DOE has determined that projects in this category are excluded from the requirement for NEPA approval.
6. The Office of Energy Resources and Contractor desire to cooperate in the implementation of the project referenced in the Recitals above by the execution of this contract.

IN CONSIDERATION OF THE PROMISES MADE, THE PARTIES AGREE AS FOLLOWS:

#### **1. Definitions**

- 1.1. The term "Contractor" means City of Hailey, 115 S Main St., Suite H, Hailey, Idaho 83333, by and through its authorized representatives.
- 1.2. The term "Office" means the Office of Energy Resources, located at 322 E. Front Street, Suite 560, Boise, Idaho 83702-7374. The mailing address is P.O. Box 83720, Boise, Idaho 83720-0199. The Office of Energy Resources is the state energy office for Idaho.

- 1.3. The term "ARRA" means the U.S. American Recovery and Reinvestment Act of 2009.
- 1.4. The term "CFDA" means the Catalog of Federal Domestic Assistance.
- 1.5. The term "EECBG" means Energy Efficiency and Conservation Block Grant.
- 1.6. The term "OMB" means the Office of Management and Budget.
- 1.7. The term "U.S.C." means the United States Code.
- 1.8. Other definitions are given in Attachments A and B as required.

## **2. Project Coordinators**

- 2.1. The Contractor's Project Coordinator shall be Tom Hellen, Public Works Director, City of Hailey, 115 S Main St., Suite H, Hailey, Idaho 83333, 208-788-9830, ext. 14 [tom.hellen@haileycityhall.org](mailto:tom.hellen@haileycityhall.org). He shall be the Contractor's representative and shall have full authority to act on behalf of the Contractor for all matters concerning this Contract.
- 2.2. The Office's project coordinator shall be John Chatburn, 322 E. Front Street, Boise, Idaho, 83720. 208-287-4892, [john.chatburn@oer.idaho.gov](mailto:john.chatburn@oer.idaho.gov).

## **3. Contingency**

This contract is contingent upon Contractor meeting all federal, state and local requirements necessary for the project to qualify for funding under the ARRA including but not limited to Buy-American, Davis-Bacon, NEPA, State Historic Preservation, and other laws and rules stated in Attachments A and B. Contractor must also obtain and abide by all local and state laws including but not limited to worker's compensation, Public Works and other required licensing, building codes, environmental, health, land use, zoning, permitting, tax laws and all other applicable ordinances, rules and laws. If the Contractor has not provided assurance of obtaining all necessary permits, permissions, licenses, and other necessary legal approvals

to the Office within six (6) months of execution of this contract, the Office may, in its sole discretion, terminate this contract, de-obligate the funds, and apply the funds that were obligated to this contract to another purpose allowed under the DOE award.

#### **4. Statement of Purpose**

The purpose of this contract is to provide funding to Contractor to develop, initiate, implement and complete the project described in this contract. All energy efficiency improvements shall be performed in accordance with the requirements stated in Attachment D. The Contractor will install a 24.2kW PV solar system on the grounds of its wastewater treatment plant, and install an energy recovery unit that reclaims rejected heat from a process building exhaust airstream and reintroduces this heat into the ventilation makeup airstream.

#### **5. Scope of Work**

##### **5.1. The Office shall:**

- 5.1.1. Task 1: Provide contract and program administrative support to the Contractor for project development and implementation.
- 5.1.2. Task 2: Act as liaison between the Contractor and the Executive Office of the Governor of Idaho and its staff to publicize and promote this project.
- 5.1.3. Task 3: Monitor and analyze the project described in this contract.
- 5.1.4. Task 4: Provide financial support as described herein.

##### **5.2 The Contractor shall:**

- 5.2.1. Task 1: Develop RFPs for procurement and installation of a 24.2kW PV solar system and an energy recovery unit on the grounds of its wastewater treatment plant.

- 5.2.2 Task 2: Select subcontractor(s). All subcontracts for construction (including insulation and window replacement), electrical work, and HVAC installation must comply with Davis-Bacon and, if for over \$10,000 or more, must be performed by licensed Public Works contractor(s). All contractors must be selected in accordance with Idaho Code Title 67-Chapter 28, PROVIDED THAT contractors for construction projects may also be selected in accordance with Idaho Code Title 67-2309 (design-build process).
- 5.2.3 Task 3: Order all necessary equipment.
- 5.2.4 Task 4: Install a 24.2kW PV solar system and an energy recovery unit on the grounds of the wastewater treatment plant.
- 5.2.5 Task 5: Commission project.
- 5.2.6 Task 6: Provide final report to the Office within 30 days of project completion. Final payment on all tasks may be held until this report is received and approved. The final report shall include:
- Accomplishments of the project;
  - Photographs of the project before and after with identifying captions;
  - Energy savings estimates or actual if available; and
  - Local jobs created by the project.

## **6. Reports (Progress)**

- 6.1 The Contractor shall submit a progress report through the 25<sup>th</sup> day of each month no later than the last full business day of the month for all work performed under this contract since the beginning of the contract or the previous report.
- 6.2 These reports will be used by the Office for its reports to the U.S. Department of Energy. They may also be used by the Office when audited pursuant to Idaho

Code Section 67-450C and Federal Single Audit Act Amendments of 1996 (Title 31 U.S.C. Chapter 75) and OMB Circular A-133, to provide evidence of due diligence by the Office in its expenditure of ARRA funds.

- 6.3 The Office is subject to multiple federal reporting requirements, and the specific information that must be reported by the Contractor may change. Contractor agrees to comply with changed reporting requirements when requested by the Office.
- 6.4 Each report shall be in Microsoft Word and shall contain:
  - 6.4.1 The Contractor's name and address;
  - 6.4.2 The name of the Project;
  - 6.4.3 A description of the Project;
  - 6.4.4 The total amount of ARRA funds expended and the amount billed;
  - 6.4.5 The number of hours worked on the Project; and
  - 6.4.6 An evaluation of the completion status of the Project, including problems encountered and the solutions to them.
- 6.5 The report shall be submitted via email to the Office's Project Coordinator. The Office may change this process at any time by written notice to the Contractor.
- 6.6 Time is of the essence in report delivery, and payment may be delayed by late reports. Late report delivery is a material breach of contract and, in the sole discretion of the Office, may result in immediate termination of this contract.

## **7. Deliverables**

The performance of each task stated in Section 5.2 is a deliverable. Contractor's performance and acceptance of this performance by the Office is the task completion upon which payment depends. The progress reports required by Section 6 shall be updates on the work done in completing the tasks defined in Section 5.2. The Office has the right to review progress

toward the deliverables for compliance with this contract, and to require changes to make the deliverable comply prior to acceptance of the deliverable or progress toward completing the deliverable. Continued payment pursuant to Section 8 depends on legitimate progress made on completion of the deliverables, and final payment depends on their completion.

## **8. Invoice(s) and Payment(s)**

The parties agree that this contract is a price limited contract. The Office shall pay, and the Contractor shall accept a maximum sum not to exceed TWO HUNDRED THIRTY FOUR THOUSAND DOLLARS AND NO CENTS (\$234,000.00) as payment in full for the work done under this contract.

- 8.1. The Contractor shall submit invoices to the Office on letterhead stationery. Each invoice shall contain the Contractor's name, DUNS number, physical location and mailing address, telephone number, the contract number from the first page of this instrument, the dollar amount due and the submission date. Each invoice shall be for deliverables made in timely compliance with Section 7 of this contract.
- 8.2. The Contractor's invoices shall be broken into budget categories as shown in Attachment C, Contract Budget, and shall show the amount billed for, the total previously billed and the balance yet to be billed in each category.
- 8.3. When Contractor incurs expenses under this contract in the previous month that are sum certain and that Contractor is legally obligated to pay, Contractor shall invoice the Office, PROVIDED THAT no invoice shall be submitted that exceeds the budget stated in Attachment C for any category, and the Office will not pay any portion of any invoice that exceeds the budget category stated in Attachment C.

8.4. The Office shall make every effort to approve and pay the invoices within twenty-one (21) business days of receipt and acceptance of the deliverable(s) accompanying the invoices, PROVIDED THAT the Office may, in its discretion, delay making payment on any invoice until reports required by Section 6 are current to the date payment is made, and final payment on any budget category until the final report required by Section 5.2 is received and approved.

#### **9. Limitation of funds**

The Contractor agrees that all obligations of the Office, including the continuance of payments under this contract, are contingent upon the availability and continued appropriation of funds, and that all obligations accrued and legally owing shall be paid. In the event state or federal funds become unavailable as determined by the office, the Office may immediately terminate this contract or amend it accordingly. (Section III Attachment A is restated here for emphasis.)

#### **10. Term**

This contract shall take effect on the date of execution and shall continue in effect until May 1, 2011, unless terminated earlier under the provisions of Attachment A.

#### **11. General Terms and Conditions**

The Contractor shall abide by all applicable terms and conditions contained in the "Standard Contract Provisions, Office of Energy Resources," attached hereto as Attachment A and incorporated by this reference.

## **12. Federal Provisions**

The Contractor shall abide by all applicable terms and conditions contained in "Standard Federal Provisions", written for use with all contracts and agreements funded by the ARRA.

This is attached hereto as Attachment B and incorporated herein by this reference.

## **13. Selection Procedure**

This contract is awarded to Contractor in accordance with the selection procedures established by the State of Idaho including a competitive Request for Proposals and rigorous evaluation and selection process.

## **14. Duplicate Originals**

This contract is executed in duplicate. Each of the two documents with an original signature of each party shall be an original. //////////////

(THIS PAGE LEFT BLANK INTENTIONALLY)

IN WITNESS THEREOF, the parties have executed this contract on the date specified below.

STATE OF IDAHO  
OFFICE OF ENERGY RESOURCES

CONTRACTOR

\_\_\_\_\_  
Paul Kjellander  
Administrator

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax ID. Number

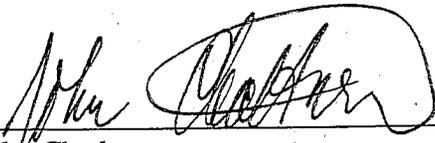
\_\_\_\_\_  
APPROVED AS TO FORM



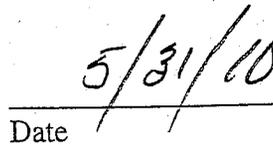
Maria Barratt  
Financial Review



Date



John Chatburn  
Operations Review



Date

**STANDARD CONTRACT PROVISIONS  
IDAHO OFFICE OF ENERGY RESOURCES**

**I. DEFINITIONS**

- A. "Project Coordinator" shall mean that person appointed by the Office to administer this Contract on behalf of the Office and the term includes, except as otherwise provided in this Contract, an authorized representative of the Project Coordinator acting within the limits of his or her authority.
- B. "Subcontractor" shall mean one, not in the employment of any party to this Contract, who is performing all or part of those services under this Contract under agreement with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**II. PROJECT COORDINATION**

- A. All communications given to a party's Project Coordinator shall be as binding as if given to the party.
- B. The Office's administrator or anyone authorized to act on his or her behalf, may change the Office's Project Coordinator at any time by written notice to the Contractor.
- C. The Contractor's Project Coordinator shall be the entity's representative for all matters concerning this Contract and shall have full authority to act on behalf of the Contractor, unless specified otherwise in the main body of the Contract. The Contractor may change Contractor's Project Coordinator at any time by written notice to the Office.
- D. The Contractor may appoint an agent to administer this Contract by written communication to the Office. In such a case, the Office will copy the Contractor's designated Project Coordinator on all communications with the Contractor's administrator. The Contractor shall remain responsible for all decisions made by its administrator, and for compliance with all terms of this Contract.
- E. It shall be the obligation of Contractor's Project Coordinator and staff to communicate in a way that promotes exchange of information and creates a productive and cordial project work environment. If the Office has documented reason that the Contractor or staff are not meeting this communication requirement, the Office may request the Contractor to appoint another project manager and assign other staff, and the Contractor shall take the action requested if possible, or, if alternates are not possible, to take other affirmative action to correct the situation. Failure to do so is a material breach of this agreement.

**III. LIMITATION OF PROGRAM FUNDS**

- A. The Contractor acknowledges that the Office cannot obligate funds prior to obtaining funding approval.
- B. The Office certifies that state or federal funds are presently available and authorized for expenditure to pay the portion of costs that will accrue during the current state or federal fiscal year or applicable grant period and that all obligations accrued and legally owing shall be paid.
- C. The Contractor agrees that all obligations of the Office, including the continuance of payments under this Contract, are contingent upon the availability and continued appropriation of funds. In the event state or federal funds become unavailable as determined by the Office, the Office may immediately terminate this Contract or amend it accordingly. In no event shall the Office be liable for any payments in excess of approved or appropriated funds available for this project.

**IV. TERMINATION FOR CONVENIENCE**

- A. Office's Right to Terminate for Convenience
  - 1. The Office may terminate this Contract in whole or in part for its convenience. In such event the Office shall serve a written Notice of Termination on the Contractor by deposit in the United States mail, certified mail, return receipt requested, with proper postage affixed. Notice of Termination shall be deemed served upon its receipt.

2. The Contractor shall not incur after the date of service of the Notice of Termination any noncancellable obligations, except as authorized in the written Notice of Termination.
3. A Notice of Termination shall be effective for professional and other services authorized in the Contract on the date of service of Notice of Termination.
4. If a Termination for the convenience of the Office is effected, an equitable adjustment in the payments, if any, authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all noncancellable obligations incurred prior to receipt of a Notice of Termination.
5. If the Contractor owes payment to the Office for services under this Contract at the time of termination, then such sums shall remain as obligations due and owing by Contractor to the Office.

B. Contractor's Right to Terminate for Convenience

1. The Contractor may terminate this Contract for its convenience as to any executory portion. In such event the Contractor shall serve a written Notice of Termination on the Office by deposit in the United States mail, certified mail, return receipt requested, with proper postage affixed. Notice of Termination shall be deemed served upon its receipt.
2. If the Office owes payment for satisfactory contract performance at the time of Contractor's termination, and does not incur cost because of the termination, then it shall pay amounts owing to Contractor as provided by this Contract. If, however, in the Office's sole discretion, the termination causes the Office to incur costs it would not have except for Contractor's termination it may deduct such cost from payment made to the Contractor.
3. If the Contractor owes payment to the Office for services under this Contract at the time of termination, then such sums shall remain as obligations due and owing by Contractor to the Office.

V. TERMINATION FOR DEFAULT

- A. In addition to any termination of this Contract in accordance with Paragraph IV hereof, the Office may terminate this Contract in whole or in part because of the failure of the Contractor to fulfill its obligations. Upon receipt of such termination by the Office, the Contractor shall immediately discontinue all services affected. Oral notice of termination by the Office is effective when given, but in such a case, the Office shall confirm with written Notice of Termination by deposit in the United States mail, certified mail, return receipt requested.
- B. If a termination for default is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all noncancellable obligations incurred prior to receipt of a Notice of Termination.
- C. The rights and remedies of the Office provided in this Contract are in addition to any other rights and remedies provided by law or under this Contract.

VI. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the Office and the State of Idaho, its officers, agents or employees from all liability and expense, including attorney fees, on account of claims, suits and costs growing out of or connected with negligent acts, errors, or omissions by the Contractor or its employees, if any, provided, however, that the Office shall not be relieved hereby from liability for its own negligence and that of its employees.

VII. NO PERSONAL LIABILITY

Contractor specifically understands and agrees that in no event shall any official, officer, employee or agent of the Office be personally liable for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Contract, express or implied.

VIII. TAXES

The Contractor, with respect to its employees and those who may be held, legally, to be its employees, shall pay, indemnify and hold the Office harmless from the payment of all taxes and contributions imposed by federal and state laws, including social security taxes, with respect to said employees and their remunerations, including all interest and penalties payable under said laws as the result of noncompliance therewith.

IX. WORKER'S COMPENSATION INSURANCE

Unless the Contractor is exempt under the provisions of I.C. § 72-212, the Contractor warrants that it has purchased worker's compensation insurance for Contractor and all employees engaged in the performance of this Contract and shall provide the Office with a Certificate of Insurance upon request by the Office. The Contractor shall notify the Office's Project Coordinator within five (5) days of any change in the status of its worker's compensation insurance.

X. LICENSES and OTHER LEGAL REQUIREMENTS

The Contractor shall obtain all licenses and fulfill all legal requirements of any and all agencies and units of government for all activities related to the contract.

XI. INSURANCE

The Contractor shall maintain insurance of the types and in the amounts typically maintained by others in the same occupation or profession as the Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence, and professional liability insurance, if applicable, all with insurance companies properly licensed to do business in Idaho. If the Contractor's liability is limited by a state or federal law such as the Idaho Tort Claims Act, liability for covered claims is limited to those amounts specified by law, and contractor shall maintain insurance for covered claims equal to the minimum amount specified by law.

XII. RELATIONSHIP OF THE PARTIES

- A. The parties intend to create by the terms of this Contract an independent contractor relationship between the Office and the Contractor.
- B. The parties do not intend to create by the terms of this Contract the relationship of employer and employee. The Contractor shall be responsible to withhold all monies required by law for FICA and income tax purposes.

XIII. ASSIGNMENT OF BENEFITS AND DELEGATION OF DUTIES

- A. The Contractor shall not delegate any duties under this Contract or assign any benefits, including any moneys due or to become due hereunder, without the prior written consent of the Office.
- B. In the event a delegation of duties or an assignment of benefits is approved by the Office, the Contractor agrees to bind every such delegate or assignee to comply with the terms and conditions of this Contract.

XIV. WAIVER, MODIFICATION OR AMENDMENT

No waiver, modification, or amendment of this Contract or of any covenants, conditions or limitations herein contained shall be valid unless in writing duly executed by both parties and the parties further agree that the provisions of this section may not be waived, modified, or amended except as herein set forth.

XV. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Office shall have the right to annul

this Contract without liability or in its discretion to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**XVI. PUBLIC RECORDS**

Pursuant to Idaho Code section 9-335 *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure as a trade secret or proprietary. Contractor shall clearly designate individual documents as "trade secret" or "confidential" and Contractor agrees to indemnify and defend the State for honoring such a designation. The failure to designate any document that is released by the Office shall constitute a complete waiver of any and all claims for damages caused by any such release.

**XVII. RIGHTS IN DATA**

- A. The Contractor agrees that all data, plans, drawings, specifications, reports, operating manuals, notes and other written documents produced in the performance of this Contract or in contemplation thereof, are subject to the rights of the Office set forth in this paragraph.
- B. The Office shall have the right to reproduce, publish and use all such documents or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
- C. The Office agrees to identify the Contractor or designate appropriate authorship, on all materials reproduced and published that are a direct product of the work performed under this Contract.

**XVIII. RETENTION OF RECORDS AND ACCESS TO FACILITIES, PREMISES AND RECORDS**

- A. The Contractor shall establish and maintain project budget accounts and records for work and services required by this Contract in accordance with generally accepted accounting principles and practices. Records shall be retained by the Contractor throughout the term of this Contract and for a period of three (3) years following final settlement.
- B. At all reasonable times during the term of this Contract and for a period of three (3) years following final settlement, the Office, State of Idaho, and their authorized representatives shall have access at the Contractor's offices to its records related to the services performed under this Contract for the purposes of inspection, audit and copying by the Office, State of Idaho, and their authorized representatives.

**XIX. ATTORNEYS' FEES**

In the event of a legal proceeding of any kind instituted under this Contract or to obtain performance of any kind under this Contract, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred in such proceeding.

**XX. FORCE MAJEURE**

Neither party shall be liable for or deemed to be in default for any delay or failure to perform under this Contract if such delay or failure to perform results from an act of God, civil or military authority, act of war, riot, insurrection or other occurrence beyond that party's control. In such case, the intervening cause must not be caused by the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

**XXI. ILLEGAL ALIENS**

Subrecipient warrants that the Subaward is subject to Executive Order 2006-40 [[http://gov.idaho.gov/mediacenter/execorders/eo06/eo\\_2006-40.html](http://gov.idaho.gov/mediacenter/execorders/eo06/eo_2006-40.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for termination of its Contract. If the Contract is for the provision of services or for the sale or lease/licensing of computer software, Subrecipient further warrants

that its Subaward is subject to Executive Order 2007-09 [[http://gov.idaho.gov/mediacenter/execorders/eo07/eo\\_2007\\_09.html](http://gov.idaho.gov/mediacenter/execorders/eo07/eo_2007_09.html)] and that it must notify the Office in advance in writing if, during the term of its Subaward, it seeks to shift services or work that it represented would be done inside the United States to outside the United States. Failure to obtain the prior, written consent of the Office for such shift constitutes a material breach.

**XXII. ENTIRE AGREEMENT**

This Contract sets forth all the covenants, provisions, agreements, conditions and understandings between the parties, and there are no covenants, provisions, agreements, conditions or understandings, oral or written, between them other than are herein set forth.

**XXIII. SEVERABILITY**

If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

**XXIV. NO WAIVER**

The waiver of any breach or default of this Contract shall not be construed as or deemed to be a waiver of any subsequent breach or default.

**XXV. EFFECT OF SECTION HEADINGS**

The section headings appearing in this Contract are not to be construed as interpretations of the text but are inserted for convenience and reference only.

**XXVI. GOVERNING LAW**

This Contract shall be governed as to validity, construction and performance by the laws of the State of Idaho. The venue of any action brought by any parties to this Contract shall be in a State of Idaho District Court or the United States District Court for the District of Idaho.

**XXVII. NOTICES**

All notices shall be sent certified mail, postage prepaid, return receipt requested to:

Idaho Office of Energy Resources  
Attn: (Ms.) Michelle McMikle  
P O Box 83720  
Boise, ID 83720-0199

**OFFICE OF ENERGY RESOURCES  
STANDARD FEDERAL PROVISIONS**

For Contracts and Agreements Funded by the  
AMERICAN RECOVERY AND REINVESTMENT ACT

This Attachment B includes two main sections of references to the laws of the United States of America. These are:

- National Policy Assurances; and
- Special Provisions required by the American Recovery and Reinvestment Act of 2009 (Recovery Act).

The Subrecipient understands and agrees that the moneys provided by the Office of Energy Resources (OER) pursuant to the agreement of which this Attachment B is a part are received from the federal government and that federal law restricts the use of said moneys.

The Contractor agrees to comply with all applicable federal and state laws including, but not limited to, those referenced in this Attachment B.

**SECTION ONE  
NATIONAL POLICY ASSURANCES**

These assurances are demanded of and made to the federal government. In any case where and to the extent that the Office of Energy Resources is the enforcer of any of the laws which the Subrecipient hereby assures compliance with, the assurance is made also to the Office of Energy Resources.

To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.

**I. Nondiscrimination Policies**

You must comply with applicable provisions of the following national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by U.S. Department of Energy (DOE) regulations at 10 CFR part 1040;
2. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;
3. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;

4. On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;
5. On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and
6. On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with federal funds.

## **II. Environmental Policies**

You must:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. seq.) and Clean Water Act (33 U.S.C. 1251 et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J.
2. Immediately identify to OER, as the awarding agency, any potential impact that you find this award may have on:
  - a. The quality of the human environment, including wetlands, and provide any help OER may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et. seq.) and assist OER to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until OER provides written notification of Federal compliance with NEPA, as implemented by DOE at 10 CFR part 1021.
  - b. Flood-prone areas, and provide any help OER may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.
  - c. Use of land and water resources of coastal zones, and provide any help OER may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.).
  - d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help OER may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et. seq.), concerning preservation of barrier resources.
  - e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help OER may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
  - f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help OER may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).

3. Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in housing owned by the federal government or receiving federal assistance.

4. Comply with Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by states or political subdivision of states.

### III. Live Organisms

1. **Human research subjects.** You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with the Common Federal Policy for the Protection of Human Subjects (45 CFR part 46), as implemented by DOE at 10 CFR part 745.

#### 2. **Animals and plants.**

a. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 that implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156) and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, or testing under this award.

b. You must follow the guidelines in the National Academy of Sciences (NAS) Publication "Guide for the Care and Use of Laboratory Animals", (1996), which may be found currently at <http://www.nap.edu/readingroom/books/labrats/> and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals (included as Appendix D to the NAS Guide).

c. You must immediately identify to OER, as the awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended ("the Act," 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a)(2). This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

### IV. Other National Policies

1. **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR parts 180 and 901.

2. **Drug-free workplace.** You must comply with drug-free workplace requirements in Subpart B of 10 CFR part 607, which implements Sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

#### 3. **Lobbying.**

a. You must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DOE at 10 CFR part 601, and submit all disclosures required by that statute and regulation.

b. If you are a nonprofit organization described in Section 501(c)(4) of Title 26, United States Code (the Internal Revenue Code of 1968), you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., Chapter 26). If OER determines that you have engaged in lobbying activities, OER will cease all payments to you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions. By submitting an application and accepting funds under this agreement, you assure that you are not an organization described in Section 501(c)(4) that has engaged in any lobbying activities described in the Lobbying Disclosure Act of 1995 (2 U.S.C. 1611).

c. You must comply with the prohibition in 18 U.S.C. 1913 on the use of federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.

4. **Officials not to benefit.** You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

5. **Hatch Act.** If applicable, you must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7326), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of state or local governments whose employment is connected to an activity financed in whole or part with federal funds.

6. **Native American graves protection and repatriation.** If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7. **Fly America Act.** You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

8. **Use of United States-flag vessels.**

a. Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.

b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 8.a of this section shall be furnished to both our award administrator (through you in the case of your contractor's bill-of-lading) and to

9. **Research misconduct.** You must comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the Federal Register at 65 FR 76260, December 6, 2000, or on the Internet at www.ostp.gov), as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.

10. **Requirements for an institution of higher education concerning military recruiters and Reserve Officers Training Corps (ROTC).**

a. As a condition for receiving funds under an award by the National Nuclear Security Administration of the Department of Energy, you agree that you are not an institution of higher education that has a policy or practice placing any of the restrictions specified in 10 U.S.C. 983, as implemented by 32 CFR part 216, on:

- i. Maintenance, establishment, or operation of senior ROTC units, or student participation in those units; or
- ii. Military recruiters' access to campuses, students on campuses, or information about students.

b. If you are determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, OER:

- i. Will cease all payments to you of funds under this award and all other awards subject to the requirements in 32 CFR part 216; and
- ii. May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

11. **Historic preservation.**

You must identify to us any:

a. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," (3 CFR, 1971-1975 Comp., p. 559).

b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help OER may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

12. **Relocation and real property acquisition.** You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

13. **Confidentiality of patient records.** You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290.

14. **Constitution Day.** You must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving federal funds in a federal fiscal year to hold an educational program on the United States Constitution on September 17<sup>th</sup> during that year for the students served by the educational institution.

15. **Trafficking in Persons**

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect;

or

iii. Use forced labor in the performance of the award or subawards under the award.

2. The Office as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the Office at 2 CFR part 901.

b. Provisions applicable to a recipient other than a private entity. The Office as the federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the Office at 2 CFR part 901.

c. Provisions applicable to any recipient.

1. You must inform the Office immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. The right of the Office to terminate unilaterally any provision that is described in paragraph a. or b. of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to the Office under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

SECTION TWO  
SPECIAL PROVISIONS

A. Special Provisions

These provisions are required by the U.S. Department of Energy to be included in all subrecipient contracts funded by the American Recovery and Reinvestment Act of 2009.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009; Pub. L. 111-5, may be used by any or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any state or local agency administering such contracts that pertain to, and involve transactions in relation to the subcontract, subgrant, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages \_\_\_ of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the government's right to use or disclose data obtained without restriction from any source, including the applicant. Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov) maintained by the Accountability and Transparency Board. The Board may exclude posting

contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under Sections 552 and 552a of Title 5, United States Code.

#### F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to: Prohibition on Reprisals: An employee of any non-federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a federal agency, or their representatives information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal;
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken;
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 11-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.)

#### G. Request for Reimbursement - RESERVED

#### H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

#### I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the contracting officer or designee.

#### J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

#### K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor -- Not later than April 3, 2009, for funds provided to any state or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5 the governor of the state shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by state legislature -- If funds provided to any state in any division of the Act are not accepted for use by the governor, then acceptance by the legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such state.

Distribution - After adoption of a state legislature's concurrent resolution, funding to the state will be for distribution to local governments, councils of government, public entities, and public-private entities within the state either by formula or at the state's discretion.

#### L. Certifications

With respect to funds made available to state or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certifies by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used, for posting on the Internet. A state or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

#### M. Acknowledgement

Acknowledgement of federal project support accompanied by the ARRA logo and posting of it on signs and notices at sites where ARRA funds are used is required under the ARRA, and shall be done immediately on request by the Office of Energy Resources.

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

- (a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than ten calendar days after each month or calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act or at such other intervals as DOE may, in its discretion and from time-to-time require.
- (c) Recipients and their first-tier recipients [subrecipients] must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- (d) The recipient shall report the information described in Section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS)-SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

- (a) *Definitions.* As used in this award term and condition

*Designated country -*

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia; Spain, Sweden, Switzerland, and United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
- (3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

*Designated country iron, steel, and/or manufactured goods*

- (1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

*Domestic iron, steel, and/or manufactured good*

(1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

*Foreign iron, steel, and/or manufactured good* means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

*Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

*Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; state and local governments; and multi-state, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

*Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements—

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in Section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates

the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the federal government as follows:

None.

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the federal government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of Section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for federal government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to Section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods: When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the federal government determines that an exception to Section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

#### Foreign and Domestic Items Cost Comparison

Description	Unit of Measure	Cost (Dollars)*
<i>Item 1</i>		
Foreign steel, iron or manufactured good		
Domestic steel, iron, or manufactured good		
<i>Item 2</i>		
Foreign steel, iron, or manufactured good		
Domestic steel, iron, or manufactured good		

*[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.][Include other applicable supporting information.]*

*[\*Include all delivery costs to the construction site.]*

## WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

**ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECGB)****CONTRACT BUDGET**

**Principle Entity:** City of Hailey  
**Secondary Entities:** None  
**Contract Number:** CON00078  
**Budget Amount:** \$234,000 (see table below)

<b>CITY OF HAILEY CONTRACT BUDGET-EECBG PHASE TWO</b>	
Solar PV and Energy Recovery System	\$234,000
Administration	\$0
<b>TOTAL</b>	<b>\$234,000</b>

## ENERGY EFFICIENCY REQUIREMENTS

The Idaho Energy Efficiency and Conservation Block Grant (“EECBG”) Request for Proposals (“RFP”) issued 12/21/2009 passed the energy efficiency goals required of the Office of Energy Resources (“OER”) by the U.S. Department of Energy to the counties and cities applying for block grants under the RFP. These requirements are implicitly included in every proposal made to OER, and are expressly made part of the contracts resulting from the RFP.

The goals of the EECBG stated in the RFP are:

1. Increased energy efficiency, reduced energy consumption and reduced energy costs through efficiency improvements in the building, transportation and other appropriate sectors.
2. Maximum energy efficiency improvements, fossil-fuel emission reductions, economic benefits and total energy use reduction.

To meet these requirements, Contractor must implement the proposed improvements to achieve substantial, long-term energy efficiency improvements, fossil-fuel reductions, energy purchase reductions and total energy use reductions. To do so, Contractors should use the best available technologies and practices in their projects.

To achieve these goals, OER strongly encourages Contractor to adhere to the following specifications and practices. If technical assistance is needed, please call OER’s Project Coordinator who will connect you with an expert on OER’s staff.

Lighting Efficiency:

- In replacing incandescent lamps—Energy Star® compact fluorescent lamps or linear fluorescent fixtures as described below
- In replacing linear fluorescent lamps and ballasts—Super T-8 lamps with instant start ballasts and efficacy  $\geq 95$ .
- In replacing traffic signal lights use light emitting diodes or any other technology of equal or greater energy efficiency. [Note: this is a requirement stated in the RFP.]
- In replacing street lights—LED, induction lamps, or any other technology of equal or greater energy efficiency.

Insulation:

- At a minimum install to the insulation values of the 2009 International Energy Conservation Code whenever possible.
- Maximize insulation values within the limits of the situation.
- Install insulation correctly with full loft, no voids, and covering on all six sides of vertical insulation. [These are the manufacturer’s specifications in all cases.]

Windows:

- In replacing windows—current Energy Star® certification if available for the application
- In every case use Low E glass and thermally broken frame
- No U factor less than .35 is considered energy efficient
- Install windows correctly with permanent air seal caulk or low expansion foam to prevent air leakage on inside. Use proper flashing on outside to avoid water leakage.

HVAC Equipment

- In replacing equipment—Energy Star® certified furnaces, boilers, heat pumps
- In replacing controls—programmable thermostats, direct digital controls, and commissioning
- If the system is ducted—seal with mastic and insulate to R8

If technical assistance is needed, please call OER's Project Coordinator who will connect you with an expert on OER's staff.

# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333

(208) 788-4221  
Fax: (208) 788-2924

ITD-PT c/o FTA State of Good Repair Initiative  
Idaho Transportation Department  
PO Box 7129  
Boise, Idaho 83707-1129

RE: Mountain Rides Transportation Authority SGR Application

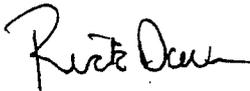
Thank you for the opportunity to provide a letter of support for Mountain Rides Transportation Authority (MRTA) and its applications for the State of Good Repair (SGR) funding for asset management software, farebox and passenger counting technology, energy efficiency upgrades to the MRTA facility, and new and replacement buses. We support the operations of Mountain Rides through a contribution to its annual budget to fund operating, administration, and capital costs. And we support this application for SGR funding.

In the past few years, we have been very pleased to see the tremendous growth that Mountain Rides has experienced, as it has become a regional multi-modal provider of fixed route, commuter, ADA para-transit, vanpool, rideshare, and bike/ped services. As the organization looks towards future growth and development, the need for these projects is critical. Growing demand and services means that Mountain Rides must maximize funding opportunities for capital projects.

If successful, SGR funding would allow Mountain Rides to significantly upgrade its technology, facility, and rolling stock in order to continue to meet mobility needs and expand service capacity. Adequate transit service, and its supporting infrastructure, is vital to increasing mobility, reducing traffic, and helping businesses recruit and retain employees.

Without this grant program, Mountain Rides and its local funding partners would be unable to meet the growing capital requirements associated with more regional services. We thank you for your continued support and hope that you will recognize our needs and continue to support our efforts in obtaining funds.

Sincerely,



Rick Davis  
Mayor, City of Hailey

100

100

100

100

**AGENDA ITEM SUMMARY**

DATE: 6/14/10 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to approve a noise waiver for the Friedman Memorial Airport for work until 9pm on June 22, 2010.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Friedman Memorial Airport is performing pavement rehabilitation June 21 – 25. While the Airport doesn't believe the work will be a noise impact they are requesting the waiver just to insure that we are aware of the possible impact.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14  
Comments: \_\_\_\_\_

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)  
\_\_\_\_ City Attorney      \_\_\_\_ Clerk / Finance Director      \_\_\_\_ Engineer      \_\_\_\_ Building  
\_\_\_\_ Library      \_\_\_\_ Planning      \_\_\_\_ Fire Dept.      \_\_\_\_\_  
\_\_\_\_ Safety Committee      \_\_\_\_ P & Z Commission      \_\_\_\_ Police      \_\_\_\_\_  
\_\_\_\_ Streets      \_\_\_\_ Public Works, Parks      \_\_\_\_ Mayor      \_\_\_\_\_

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**  
Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**  
\*Ord./Res./Agmt./Order Originals: Record \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies (AIS only) \_\_\_\_\_  
Instrument # \_\_\_\_\_



June 2, 2010

Ms. Heather Dawson  
City Administrator  
City of Hailey  
115 Main St. South, Ste. H  
Hailey, ID 83333

Re: AIP '35 Airport Pavement Rehabilitation Project

Heather:

We have a pavement rehabilitation project scheduled for June 21-25. The project entails seal coating all pavement surfaces inside the fence (taxiways, aprons, etc) with the exception of the runway. Additionally, we will be re-painting all airfield surface markings. We have scheduled an airport closure, for the purposes of accomplishing work without aircraft operation interference, from 12:00 pm Tuesday, June 22 till 11:00 am Wednesday June 23; and again from 2:00 pm to 4:00 pm on Wednesday June 23.

Of interest to you and the City, may be that we have scheduled work to continue on June 22 until 9:00 pm. In reviewing Hailey's Noise Ordinance, I don't believe we'll be operating any equipment that would not comply with ordinance language. Our activity will be limited to a truck (possibly with a diesel engine) that will simply be driving up and down pavement surfaces dispersing (spraying) sealant. There may be an occasional back up alarm, but not much, given the nature of the project. I don't believe any noise from this project will migrate beyond the inherent noise produced by routine traffic on Hwy 75. Like I said, the time frame we are discussing here is a 2 hour window between 7:00 pm and 9:00 pm on Tuesday June 22.

Should you have any questions or concerns, by all means contact this office at your earliest convenience. If you think it would be helpful, Rick or I will gladly appear before the Council or any other concerned parties to answer questions.

Sincerely,

Peter R. Kramer  
Chief, Emrgcy Svcs/ Airfld Ops  
Friedman Memorial Airport

pkramer\letters\2010\0013.10.prk.doc

AGENDA ITEM SUMMARY

DATE: 6/14/10 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to authorize the Mayor to sign the agreement for the supply of chips for the chip seal project

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Street Dept contacted the two local suppliers for the chip seal chips. The bid from Glendale Construction at \$6.25/ton was the low proposal submitted. This cost is in line with our estimates for this project. The bid proposal and agreement are attached.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14  
Comments: \_\_\_\_\_

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

Draft 12-30-03

## AGREEMENT FOR MATERIAL

THIS AGREEMENT FOR MATERIAL ("Agreement") is made and entered into effective this \_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF HAILEY, a municipal corporation (hereinafter referred to as "Hailey"), and Glendale Construction Inc. (hereinafter referred to as "Supplier").

### RECITALS

A. In July, 2010, Hailey intends on applying chip seal on approximately 3 miles of streets within the City of Hailey, and to accomplish the chip seal project, certain amount of aggregate material is required for the chip seal project.

B. The Supplier has provided Hailey a proposal to sell, load and weigh aggregate material. See bid proposal letter dated June 3, 2010.

C. In accordance with Idaho's bid law, Supplier has been selected to supply the required aggregate material to Hailey and Supplier's offer has been approved by the Hailey City Council.

D. Subject to the terms and conditions set forth herein, the parties are desirous of entering into this Agreement to supply aggregate material.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the parties agree as follows:

1. Purchase and Sale of Materials. In accordance with this Agreement, Supplier shall sell, load into Hailey trucks and weigh and Hailey shall purchase crushed, washed aggregate material. The parties estimate that approximately **six hundred (600)** tons will be required, but the total consideration to be paid by Hailey shall be calculated on the basis of the actual amount of materials required and supplied.

2. Consideration. As consideration for the purchase, loading and weighing of the aggregate material referred to herein, Hailey shall pay to Supplier the sum of **\$6.25** per ton for the aggregate material.

3. Quality of Materials. The aggregate material purchased under this Agreement shall be crushed, washed aggregate consisting of 3/8" chips. Supplier hereby warrants and guarantees that all materials shall meet Hailey's specifications and shall be suitable in all respects for performance of the chip seal project. All materials shall be approved by an authorized representative of Hailey upon delivery. Upon such approval, Supplier shall submit to Hailey a statement for the materials delivered. Payment for each statement shall be remitted to Supplier within thirty (30) days of receipt.

4. Change Orders. There shall be no modification or amendment of this Agreement, nor any increase in the amount of consideration provided above, except by means of written amendment to this Agreement or written change order executed by both parties.

5. Indemnification. Supplier covenants and agrees to indemnify, defend and hold Hailey harmless from and against any and all claims, causes of action, damages, costs and expenses, including attorneys fees, as a result of any act or omission on the part of Supplier or Supplier's employees, agents, invitees, suppliers, or subcontractors, including any claims or causes of action arising during or after the chip seal project.

6. Workmen's Compensation. All of Supplier's employees shall be covered by workmen's compensation insurance at all times during performance of the repair project provided for herein.

7. Notices. All notices given in connection with this Agreement shall be in writing and mailed to the appropriate party at the following addresses:

HAILEY:                   City of Hailey  
                                  Streets Department  
                                  115 South Main Street  
                                  Hailey, Idaho 83333

SUPPLIER:                Glendale Construction Inc.  
                                  P O Box 868  
                                  Bellevue, ID 83313

8. Attorney's Fees. In the event either party hereto is required to retain an attorney to enforce the terms and conditions of this Agreement, or to recover damages as a result of a breach of this Agreement, the prevailing party in any such dispute shall recover from the other party all attorney's fees incurred by the prevailing party, whether or not litigation is instituted or concluded, on appeal or in bankruptcy proceedings.

9. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws and decision of the State of Idaho.

10. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties hereto, and no amendment or modification to this Agreement shall be made except by means of a written instrument duly executed by both parties.

11. Force Majeure. Neither party shall be liable for failure to perform hereunder, in whole or in part, due to contingencies beyond the party's reasonable control, including but not necessarily limited to acts of God, inclement weather, fire, floods, epidemics, earthquakes, quarantine restrictions, and strikes not created by the Contractor, whether now existing or hereafter created.

12. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

13. Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

14. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.

15. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

16. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Material on the day and year first above written.

CITY OF HAILEY

By \_\_\_\_\_  
Rick Davis, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

By \_\_\_\_\_  
Glendale Construction Inc.

Title \_\_\_\_\_

**GLENDALE CONSTRUCTION, INC.**

*Sand & Gravel*  
PO Box 868  
Bellevue, ID 83313  
208-788-3429  
Fax 208-788-6170

**Public Works Contractors License #10759-A-2**

June 3, 2010

City of Hailey  
City Engineer  
115 South Main Street  
Hailey, ID 83333

BID

Approximately 600 tons 3/8 Chips

\$6.25 per ton

This is the price including the contractors loading and weighing of the City of Hailey trucks at our pit south of Bellevue.

Thank You

*Glendale Const.*

Glendale Construction

*By Kim Allen  
Bookkeeper*



# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333

(208) 788-4221  
Fax: (208) 788-2924

June 14, 2010

Authorization Letter  
To Whom It May Concern

Re: 731 N. River Street, Hailey  
Parcel Number RP H0485001002A A  
Authorization Letter

Ladies and Gentlemen:

The City of Hailey ("Hailey") has entered into a Memorandum of Understanding with ARCH Community Housing Trust, Inc. ("ARCH") to allow ARCH, or an affiliate of ARCH, to lease the above referenced property and develop it as an affordable senior housing community.

In order to proceed with the development and design of the senior housing community, ARCH has requested Hailey provide authorization to make application to the City of Hailey for approvals, including but not limited to Planned Unit Development, Design Review and building permits.

In addition, as part of the development and design process, ARCH and its affiliates have requested Hailey provide authorization for ARCH and its agents to complete necessary reviews and evaluations that include entry to and disturbance of the property, including but not limited to geotechnical testing and analysis, environmental testing and mitigation as necessary, and topographical and boundary surveys.

Hailey hereby authorizes ARCH, through its affiliates and third party agents, including but not limited to River Street Senior Housing, LLC, New Beginnings Housing, LLC, The Architects Office and Anderson Architecture to complete these actions, at their discretion and as they deem necessary, to proceed with the development and design of the senior housing community, provided ARCH and the above-mentioned entities execute hold harmless and indemnification agreement(s) with Hailey before proceeding with the reviews, testing, analysis, mitigation, evaluations and development.

Signed,

Richard L. Davis, Mayor





## **FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION**

On May 24, 2010, the Hailey City Council considered a city initiated application for an amendment to the Hailey Zoning Map. The proposed amendment would change the zoning for from General Residential (GR) to Limited Business (LB). The subject property is located on Lots 1-3, Block 69, Hailey Townsite (620 First Avenue North). The Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

### **FINDINGS OF FACT**

#### **Notice**

Notice for the public hearing was published in the Idaho Mountain Express on and mailed to owners within 300 feet and to public agencies and area media on May 17, 2010; and notice was posted on all external boundaries of the property on May 5, 2010.

#### **Application**

The City has initiated a zone change of Lots 1-3, Block 69, Hailey Townsite (620 First Avenue North), from General Residential (GR) to Limited Business (LB) to address a recent rezone approval, which resulted in Lots 1-3 becoming an isolated parcel of GR surrounded by LB and B districts. The Council directed staff to initiate the rezone of Lots 1-3 to ensure that the area's zoning is uniform and responds to future potential for development and uses in this area.

#### **Procedural History**

On February 8, 2010, the Council approved an application by Ed Uhrig for a rezone from GR to LB of Lots 4-10, Block 69 (the property directly south of Lots 1-3). Lots 1-3 are now sandwiched between the B district to the North and West, and the LB district to the South. The rezone of Lots 4-10 may burden the remaining GR lots on Block 69 (Lots 1-3); therefore the Council directed a city initiated rezone of Lots 1-3, Block 69.

The Planning and Zoning Commission held a public hearing on the proposed amendments on April 5, 2010. The Commission recommended approval of the rezone by a 3 to 2 vote.

The review of the rezone of Lots 1-3 was a result of the Council's rezone approval of Lots 4-10. Although the Commission had recommended denial of the rezone of Lots 4-10, due to the Council's decision to approve the rezone, the Commission determined that it was appropriate to rezone Lots 1-3, to create a more uniform and consistent zoning or land use pattern. The Commission determined that eliminating a pocket of GR, which would otherwise be almost completely surrounded by B and LB district zoning, would allow for more appropriate uses at this location and that the rezone is in accordance with the goals of the Comprehensive Plan.

Due to the close proximity to the B district, it is anticipated that public facilities and services are available to support the full range uses permitted by the LB district.

Lots 1-3 are currently sandwiched between the B district to the North and West, and as a result of a recent rezone decision by the Council, the LB district to the South. Depending on the future use of the property to the south (Lots 4-10), the future uses may burden the remaining GR lots on Block 69 (Lots 1-3).

The proposed rezone would create a more uniform and consistent zoning or land use pattern. It would eliminate a pocket of GR that would otherwise be almost completely surrounded by B and LB district zoning. The rezone would help create a buffer or transition between the B district to the north and west and the GR district to the east. No adverse impacts are anticipated.

The Council directed staff to initiate the rezone of Lots 1-3, following their decision to approve the rezone of Lots 1-4. The Council’s interpretation was that the vacancies outlined by staff for the B district should not be included in the evaluation of the rezone of Lots 4-10 because the property is proposed for a rezone to LB, not B. The Commission’s original interpretation considered the LB and B vacancies. Although the Commission had recommended denial of the rezone of Lots 4-10, due to the Council’s decision to approve the rezone, the Commission determined that it was appropriate to rezone Lots 1-3. The Commission applied the same interpretation of Section 14.6.1 to the rezone of Lots 1-3 as the Council did to the rezone of Lots 4-10 by not evaluating B district vacancies.

The applicable vacancy rates in the LB district and distance of the Lots 1-3 from the Central Core Overlay District favor the rezone.

**Standards of Evaluation**

Section 14.6 of the Hailey Zoning Ordinance establishes the standards for proposed zoning ordinance map amendments. For each applicable standard (in bold print), the Council makes the following Findings of Fact:

- a. The proposed amendment is in accordance with the Comprehensive Plan;**  
 The Comprehensive Plan Land Use Map reflects suitable projected land uses for the City. It considers existing conditions, trends, and desirable future situations, the objective being a balanced mix of land uses for the community. The Map establishes a basis and direction for the expansion and/or location of business, residential, industrial, institutional and green space areas within and adjacent to the City. The Land Use Map depicts the area proposed for rezone as “Transitional – Mixed use, including residential, providing a buffer between residential neighborhoods and intense business use.”

	<b>COMP PLAN DESIGNATION</b>	<b>ZONING DESIGNATION</b>	<b>LAND USE</b>
<b>Existing</b>	Transitional	GR (General Residential)	Multi-family dwelling (Mountain View Apartments).
<b>Proposed</b>	No change is proposed.	LB (Limited Business)	No change at this time.

	<b>COMP PLAN DESIGNATION</b>	<b>ZONING DESIGNATION</b>	<b>LAND USE</b>
<b>North of site</b>	Business/Commercial/Mixed Use	B (Business)	Single family dwelling, mobile home, vacant commercial building, and Sutton and Son's Auto Dealership.
<b>South of site</b>	Transitional	LB (Limited Business)	Material Storage/Residential.
<b>East of site</b>	Transitional	GR (General Residential)	Single family residence.
<b>West of site</b>	Business/Commercial/Mixed Use	B (Business)	Car wash bays.

- Land Use Districts, Section 5.4 states, “Encourage integration of compatible land uses in order to retain a compact City comprised of a central downtown, with surrounding diverse neighborhoods, thereby reducing sprawl and traffic, increasing efficiency, and creating neighborhood and community character.”
- Economic Development, Section 6.1 states, “Encourage the infill of the Central Business District...prior to expanding business-zoned areas for commercial development.”
- Due Process and Public Input, Section 5.8 states, “Proactively amend the Hailey Zone District map to resolve significant conflicts between the Land Use Map and the Zoning Map.”

FINDING: The review of this city initiated application for a rezone of Lots 1-3, is a result of the Council's rezone approval of Lots 4-10. The Council determined that eliminating a pocket of GR which would otherwise be almost completely surrounded by B and LB district zoning, would allow for more appropriate uses at this location and that the rezone is in accordance with the goals of the Comprehensive Plan.

**b. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;**

FINDING: Due to the close proximity to the B district, it is anticipated that public facilities and services are available to support the full range uses permitted by the LB district.

**c. The proposed uses are compatible with the surrounding area; and**

FINDING: Lots 1-3 are currently sandwiched between the B district to the North and West, and as a result of a recent rezone decision by the Council, the LB district to the South. Depending on the future use of the property to the south (Lots 4-10), the future uses may burden the remaining GR lots on Block 69 (Lots 1-3).

**d. The proposed amendment will promote the public health, safety and general welfare.**

**FINDING:** The proposed rezone would create a more uniform and consistent zoning or land use pattern. It would eliminate a pocket of GR that would otherwise be almost completely surrounded by B and LB district zoning. The rezone would help create a buffer or transition between the B district to the north and west and the GR district to the east. No adverse impacts are anticipated.

**14.6.1 When evaluating any proposed Zoning Ordinance Map Amendment to rezone property to Business (B) Zoning District, Limited Business (LB) Zoning District or Transitional (T) Zoning District, the Hearing Examiner or Commission and Council shall consider the following:**

- a. **Vacancy rates of existing buildings and land within the existing Business (B), Limited Business (LB) or Transitional (T) Zoning Districts. A lower vacancy rate will favor a rezone, while a higher vacancy rate will not favor a rezone.**

Vicinity of LB District	Vacant Lots	Vacant Buildings
South end of Main Street	Lots 1-3 Rick Davis Business Center Subdivision (0.99 acres in total)	Block 128 St. Luke's Family Practice
Intersection of Woodside Blvd. and Winterhaven Dr.	Lots 1A and 2A, Block 61, Woodside Subdivision No. 15 (3.44 acres)	
Intersection of Shenandoah Dr. and Countryside Blvd.	Lot 1 and 2, Block 21, Woodside Subdivision No. 6 (1.2 acres)	
Sweetwater	Sweetwater was approved for development; however, the current status of the undeveloped lots is unknown (13.08 acres currently undeveloped).	Residential units constructed in phase 1
Copper Ranch	Parcel A5, Copper Ranch (1.65 acres)	
	Block 85 Woodside Subdivision No. 24 (2.7 acres)	
	Lot 1, Block 67, Woodside Subdivision No. 18 (1.56 acres)	

Approximately half of the undeveloped land owned by Sweetwater is zoned with a Development Agreement. These portions restrict uses to residential uses only. Therefore, the undeveloped lots south of Countryside Blvd. are zoned LB, but can only be developed with residential uses. The lots west of Shenandoah Dr. are not restricted and are undeveloped.

The size of the vacant lots zoned LB is 24.92 acres. Of the 24.92 acres, approximately 6.5 acres is zoned with a Development Agreement that allows only residential uses, 23.93 of the vacant acres are located in Woodside, with 0.99 acres located just south of the Townsite Overlay. The location of the LB vacant lots is important to consider because of the inherent differences between the Woodside area and the Townsite area, near the commercial core.

- b. **The distance of the parcel proposed for rezone from the Central Core Overlay District boundary. A shorter distance from the Central Core Overlay District boundary will favor a rezone, while a longer distance from the Central Core Overlay District boundary will not favor a rezone.**

The subject property is approximately 1,710 feet or 0.32 miles from the Central Core Overlay District.

FINDING: The applicable vacancy rates in the LB district and distance of the Lots 1-3 from the Central Core Overlay District favor the rezone.

### CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Council makes the following Conclusions of Law:

1. Adequate notice, pursuant to Section 14.4.1 of the Hailey Zoning Ordinance No. 532 and Idaho Code, Section 67-6511, was provided.
2. The Zoning Map amendment is in accordance with the Hailey Comprehensive Plan, essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, the proposed uses are compatible with the surrounding area, the proposed amendment will promote the public health, safety and general welfare, and the vacancy rates in the LB district and distance from the Central Core Overlay favor a rezone.

### DECISION

The Zoning Map amendment to change the zoning for Lots 1-3, Block 69, Hailey Townsite (620 First Avenue North) from General Residential (GR) within the Townsite Overlay to Limited Business (LB) within the Townsite Overlay is hereby approved.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Rick Davis, Mayor, City of Hailey

Attest:

\_\_\_\_\_  
Mary Cone, City Clerk