

AGENDA ITEM SUMMARY

DATE: 12/03/09 DEPARTMENT: Finance & Records DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Taxi License Renewal

AUTHORITY:  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 5.20  
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Annual taxi business license renewals for Wood River Taxi.

City staff and Hailey Police Department have reviewed and approved application.

Letter attached from Rich Hardy, Owner of Wood River Taxi for Mayor and Council review.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

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:

Approve Wood River Taxi Business License.

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: \_\_\_\_\_ \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies \_\_\_\_\_  
Instrument # \_\_\_\_\_

Dear Mr. Gunter:

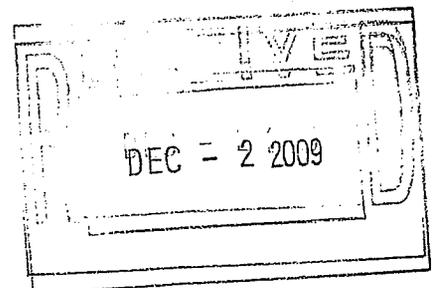
I would like to start by clarifying what really happened at the airport a few months ago. My Grand Caravan's transmission blew out in January. I replaced it with a Sienna (\$1500 down + monthly payments), which I had inspected/signed by a Hailey officer. The Sienna was not used at the airport until fall. Yes, I removed the airport sticker from the Caravan to the Sienna. I waited to be forced to pay the \$200 change fee (insult to injury). \$200 to mark a line through Grand Caravan and to write Sienna in the margin. In excess to the \$1000-1500 I already spent. FMA fees not including Hailey and Ketchum. Airport Security looked the other way until Bubba got the Hailey Police involved. I'm in no way implying that my actions were justified. Nonetheless, that was not the same as removing an airport sticker from an inspected van to an uninspected van as has happened with the other companies in the past.

The main reason why I'm writing this is to address the inspection process. I am having bona fide inspections done, and I'm making repairs accordingly. My Windstar would have been fine to drive all winter without any repairs. I know for a fact that some of the other cab companies are having friends sign their inspections. The dates are more current than mine, so what? Airport Cab would not meet inspection requirements according to Keith Nelson. I want Airport Cab/Bubba sent to Elbie's for legitimate inspections promptly as a taxi service owner, and also as a concerned citizen. If there was a problem, Bubba would probably pay the mechanic under the table (he does this liberally). This has not been a level playing field so far. If Bubba can have an officer, Raul Ornelas?, sent to the airport to deal with me surely you can require Bubba to have legitimate inspections done before one of his vans goes up in flames. It's not b.s. that I'm being run through the wringer, it's b.s. that the other companies are not. Thanks for your time.

Yours truly,

  
Rich Hardy  
Wood River  
721-8891

① friends who are mechanics I know they are not being subjected to the same process as I am.



Dear City Council:

I was told by an A-Cab dispatcher that John had written numerous letters to Hailey about Terry Bear. As I've known this person for years I assumed that was accurate. Jeff Gunter just informed me that this is the first time he's heard of this problem and that he will try to solve it. I offer my sincerest apologies for this misunderstanding.

Yours truly,

*Rich Hardy*

Rich Hardy  
Wood River  
721-8891



# AUTO TRANSPORTATION SERVICE BUSINESS LICENSE APPLICATION

## LICENSE FEES:

New or Renewal \$250.00  
(License application for full year Jan. 01 - Dec.31)

Fingerprint Processing \$34.00  
(If applicable)

TOTAL: 250.00

OFFICE USE ONLY	
NEW	RENEWAL
APPROVED	DENIED
POLICE CHECK	<i>[Signature]</i>

EXPIRES ANNUALLY ON DECEMBER 31<sup>ST</sup>

Business Name: Wood River Taxi

Owner Driver's License Number FA122223K Owner Date of Birth 12/17/74

Number of Vehicles Operated by Business 3

1. Have you within the last three (3) years: been convicted of, or received a withheld judgment, been placed on probation, forfeited a bond for failure to appear for any felony or misdemeanor charge, or have any outstanding warrants? Yes  No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Have you had a similar license revoked, denied or suspended by this city or any other city of this state, or of the United States, within the past three (3) years? Yes  No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ketchum to	Ketchum, Sun Valley				\$10+2	
	Warm Springs, Elkhorn/Board Ranch				\$11/13+2	
	North Fork				\$16+2	
	Eagle Creek				\$15+2	
	Glassford Heights				\$14+2	
	Lake Creek/Lake Creek Meadows				\$13/14+2	
	Hulen Meadows				\$12+2	
	Lane Ranch				\$10+2	
	Sun Tree Hollow				\$11+2	
	The Meadows				\$12+2	
	Cold Springs				\$13+2	
	Country Chalet				\$13+2	
	Gimlet				\$14+2	
	Rainbow Bend				\$15+2	
	East Fork to Canyon				\$16+2	
	Greenhorn				\$16+2	
	Hidden Hollow				\$18+2	
	Heatherlands				\$19+5	
	Starweather				\$19+5	
	Hailey				\$21+8	
Bellevue				\$26+5		
Hailey to	Hailey				\$10+2	
	Bellevue				\$12+2	
HAP to	Hailey, Woodside, Northridge		shared	private		
		1	\$15	\$35		
		2	\$17	\$37		
		3	\$19	\$39		
		4	\$21	\$41		
	Bellevue, Deer Creek, Zinc Spur, Valley Club		shared	private		
		1	\$17	\$37		
		2	\$19	\$39		
		3	\$21	\$41		
		4	\$23	\$43		
HAP to	Heatherlands, Starweather		shared	private		
		1	\$21	\$40		
		2	\$23	\$41		
		3	\$25	\$42		
		4	\$27	\$43		
HAP to	all points past Starweather to Ketchum		1	\$25	\$44	
			2	\$40	\$58	
			3	\$52	\$69	
			4	\$64	\$80	
Twin Falls	\$180/150	Boise	\$340/250	Salt Lake	\$550	
Extra stops	\$1 for up to 5 minutes	Waiting Time		\$1 p/ea additional min		
Extra Miles	\$2 p/ea additional mile	Hourly Rate		\$79		

CITY OF HAILEY  
115 MAIN STREET SOUTH, SUITE H  
HAILEY, ID 83333  
PH 788-4221 / FAX 788-2924

## BUSINESS LICENSE RENEWAL APPLICATION

Wood River Taxi  
Box 4623  
Hailey ID 83333

Date: 10/15/2009

It is time to renew your business license with the City of Hailey. Please review the information we have on record for your business. Make note of changes or corrections and return the signed application and supplemental information, along with your payment, to City Hall by 01/01/2010.

Payments received after 01/01/2010 are subject to a \$10.00 or 10% late fee, whichever is greater.

If you are no longer doing business in the City of Hailey, please check the box below, sign and return this application so that we can update our records. Thank you.

Business Name: Wood River Taxi  
Doing Business As: Wood River Taxi  
Business Address: 1771 Woodside Blvd  
Mailing Address: Box 4623 Hailey ID 83333  
Business Email: jrhardy1@cox.net (jrhardy1)  
Website Address:

Acct #: 1117

Business Phone: ~~788-6682~~ 788-TAXI (8294)

Business Fax:

State ID:

Federal ID:

Business Origination Date: 05/01/2006

Owner Name: Judson Rich Hardy - only driver @ this time

Manager Name: Hardy, Judson Rich

Owner Phone: ~~788-6682~~ 721-8891

Manager Phone: ~~788-6682~~ 721-8891

Emergency Contact Name:

Emergency Contact Phone:

If this is a food service business, a copy of the Idaho South Central Health District permit must be attached.

### License Fees:

Taxi \$ 250.00

Total Amount Due: \$ 250.00

Under penalty of license denial or revocation or other penalties provided by law, I hereby attest to the truthfulness; completion and accuracy of all information provided in this application.

Signature: \_\_\_\_\_

Date: 11/30/09

Please check box if no longer doing business in the City of Hailey.



"The History and Preservation People"

Our mission: to educate through the identification, preservation, and interpretation of Idaho's cultural heritage.  
[www.idahohistory.net](http://www.idahohistory.net)

C.L. "Butch" Otter  
Governor of Idaho

Janet L. Gallimore  
Executive Director

Administration  
2205 Old Penitentiary Road  
Boise, Idaho 83712-8250  
Office: (208) 334-2682  
Fax: (208) 334-2774

Archaeological Survey of Idaho  
210 Main Street  
Boise, Idaho 83702-7264  
Office: (208) 334-3847  
Fax: (208) 334-2775

Historical Museum and Education Programs  
610 North Julia Davis Drive  
Boise, Idaho 83702-7695  
Office: (208) 334-2120  
Fax: (208) 334-4059

Historic Preservation Office  
210 Main Street  
Boise, Idaho 83702-7264  
Office: (208) 334-3861  
Fax: (208) 334-2775

Historic Sites Office  
2445 Old Penitentiary Road  
Boise, Idaho 83712-8254  
Office: (208) 334-2844  
Fax: (208) 334-3225

Public Archives and Research Library  
2205 Old Penitentiary Road  
Boise, Idaho 83712-8250

Public Archives  
Office: (208) 334-2620  
Fax: (208) 334-2626

Research Library  
Office: (208) 334-3356  
Fax: (208) 334-3198

Oral History  
Office: (208) 334-3863  
Fax: (208) 334-3198

November 16, 2009

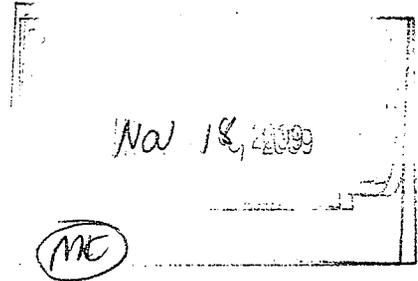
TO: CLG Grants Administrator  
FROM: Ann Swanson, Grants Operations Analyst  
RE: FY10 CLG grants

Congress has passed the federal budget and it is awaiting the President's signature. I anticipate we will have access to the Historic Preservation Funds in about a month or six weeks. This is the first time in quite some time that we will have such early access to our funds.

Enclosed are two copies of the Memorandum of Agreement, Assurances, and Project Description between your community and the Idaho State Historical Society. This document will secure funding between our two agencies. Please have the appropriate person sign both copies and return them to me. When we get our award from the National Park Service, I will have our State Historic Preservation Officer sign a copy and return one for your files.

You might want to begin the bidding process as soon as possible. By the time the bids are returned to you, I hope we will have access to the funds and have signed and returned the agreement documents to you. The term of the grant is October 1, 2009 to August 31, 2010. A mid-term report is due April 15, 2010.

If you have any questions about any aspect of the grant, do not hesitate to contact me or access our grants manual on line at [www.idahohistory.net/clggranthandbook.pdf](http://www.idahohistory.net/clggranthandbook.pdf).



The Idaho State Historical Society is an Equal Opportunity Employer.

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT between the Idaho State Historic Preservation Office, Idaho State Historical Society, by and through the State Historic Preservation Officer, and the **City of Hailey** hereinafter called the grantee, relates to a survey and planning project to be undertaken by the grantee, assisted with a matching grant-in-aid to support the National Register of Historic Places program in Idaho. The program was established by the National Historic Preservation Act of 1966, as amended, and is administered by the National Park Service, U.S. Department of the Interior.

The State Historical Society and the grantee agree as follows:

### 1. Application (Project Description and Budget)

The grantee shall carry out project work as specified in the Application and other attachments, which are hereby incorporated into and made part of this Memorandum of Agreement as Attachment A. The grantee shall carry out project work in accordance with the project "Budget," which is attached and hereby incorporated into and made part of this Memorandum of Agreement as Attachment B. Both parties agree that all funds used by the Idaho State Historical Society for this project shall be federal funds from the Historic Preservation Fund. No state funds are available to satisfy the terms of this agreement. Any major alteration, increases, or decreases in the Project Description or any changes in the Budget must be submitted in writing for review and approval to the State Historic Preservation Office at least 30 days in advance of the proposed effective date and in accordance with the requirements detailed in the project manual which is attached and hereby incorporated into and made part of this Memorandum of Agreement. The State Historic Preservation Office will respond in writing within 15 days.

Final products will be reviewed and evaluated in accordance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation and the approved "Application." Products that do not meet these standards will be rejected and obligation for products established in the "Work Program" will be considered unfulfilled.

Billing is due to State Historic Preservation Office no later than **August 31, 2010**.

### 2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between October 1, 2009 and the project completion date of August 31, 2010 but not until the grantee has received a signed Memorandum of Agreement. Any changes in the period of performance for this project must be approved in writing by the State Historic Preservation Office at least 30 days prior to the project completion date.

A draft of any publication prepared as part of this project shall be submitted at least 30 days before the project completion date for review and approval by the State Historic Preservation Office. All publications and public information materials including audio visual and workshop materials, when applicable, must contain acknowledgment of National Park Service support and the nondiscrimination statement as identified in NPS-49 and the "CLG Grants Handbook".

### 3. Compensation

Compensation to the grantee shall be on a matching basis as outlined in the "Budget", subject to receipt of funds from the National Park Service and to successful completion of all project work activities. The State Historic Preservation Office agrees to pay the grantee up to **\$5,000** federal funds when received by the Society according to the Certified Local Government allocation system

as outlined in the Certified Local Government Program. The grantee agrees to contribute donated services for a minimum total of \$5,000 or 50% of eligible costs, whichever is less.

Payment will be made on the following schedule: The grantee may bill the State Historic Preservation Office after the completion and acceptance by the Society of each completed activity and federal and non-federal share supporting fiscal documentation. The Idaho State Historical Society will reimburse the federal share to the grantee upon the receipt of three copies of the reimbursement request if all completion materials and auditable records are approved. All reimbursements will be made for cash expenditures only. Reimbursement will be made when Historic Preservation Funds become available to the Idaho State Historical Society.

Final billing must also include a comparison of completed activities and budget to those in the approved application.

The grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant for a period of not less than three years after completion of the project.

#### 4. Allowable Costs

Allowable costs are those costs that are documented to the satisfaction of the State Historic Preservation Office, that conform to the approved budget, and that are determined by the Historic Preservation Office to:

- a. meet federal requirements for the program;
- b. be necessary and reasonable for the completion of project work;
- c. have been incurred for project work during the period of the grant; and
- d. meet the obligations outlined in the "Application".

If the application is for acquisition or development of a National Register listed property:

- a. a Preservation Agreement or Covenant will be executed prior to our concurrent with disbursement of grant funds. The active period for the agreement is based on the amount of federal funds involved and is defined in Chapter 5, Section B.12 and Chapter 6, Section E.8.f.12 of NPS-49.
- b. a project sign acknowledging National Park Service assistance will be erected at the project site during the project's term or a copy of a written National Park Service waiver of this requirement.
- c. for a development project, the architectural plans and specifications must be approved by the Society as being in conformance with the "Secretary of the Interior's Standards for the Treatment of Historic Properties".
- d. a current appraisal by an appraiser meeting the professional qualifications in Chapter 6 of NPS-49 will be obtained prior to the acquisition of real property.
- e. a statement of Just Compensation will be obtained from the seller of the property prior to the acquisition of real property with National Park Service grant assistance or matching share.

**5. Procurement of Personnel and Services**

The grantee agrees to comply with Office of Management and Budget Circular A- 102 when soliciting supplies, equipment and other services. At a minimum all procurement transactions, regardless of whether by sealed bids or by negotiation, and without regard to dollar value, shall be consistent with OMB Circular A-102. Procurement procedures shall not restrict or eliminate competition. Written selection procedures shall provide, at a minimum, the following procedural requirements:

- a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured, and when necessary shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.
- b. Clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids or proposals, such as a deadline for completion of project work.
- c. Contract awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- d. Contract awards shall not normally be made to a contractor or professional who has developed or has drafted bid specifications, requirements, a statement of work, an invitation for bids, and/or a request for proposals for a particular procurement. Only after formal advertising has not resulted in any acceptable bids may the grantee or subgrantee negotiate with any available contractor, including the contractor who produced the bid requirements.

Procurement shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids (formal advertising); (3) competitive negotiation; (4) noncompetitive negotiation.

Evidence of competitive negotiation for professional services and/or formal advertising must be forwarded to the Historic Preservation Office to evidence compliance with federal procurement requirements prior to disbursement of funds.

**6. Project Supervision**

The grantee agrees to ensure that work performed by any project participant conforms to the Application and project schedule and is executed to the professional and scholarly standards required by the Historic Preservation Office.

**7. Interim Reports and Requests for Reimbursement**

The grantee will be required to submit interim fiscal and programmatic reports in compliance with

those dates set forth in the Application. Fiscal and programmatic reports are also required on September 10, if the grant crosses the federal fiscal year. Reimbursement requests can be made for federal funds at the completion of the project. Fifteen days after the completion of the project, 100% of the federal grant award must be requested. The grantee shall contact the Historic Preservation Office immediately in writing if any situation should arise that will affect the timely or successful completion of this project.

The grantee shall indemnify, defend and save harmless the State of Idaho, and the Department, its officers, agents and employees from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the contractor or subcontractor caused by or arising out of performance, act or omission of any term of this contract.

THIS AGREEMENT may be terminated short of conclusion upon 15 days written notice from either the State Historic Preservation Office or the grantee. Should this agreement be terminated by the State Historic Preservation Officer, except for reasons of non-compliance by the grantee, the Historic Preservation Office will reimburse the grantee for up to 100% of the eligible costs incurred up to the termination date. Should this agreement be terminated by the grantee, the State Historic Preservation Office, at the discretion of the State Historic Preservation Officer, may reimburse the grantee for up to 100% of the eligible costs incurred to the termination date or may require the grantee to return any or all federal funds transferred to the grantee by the terminating date, depending upon the circumstances of the termination.

THE PARTIES hereto mutually agree to perform this agreement in accordance with this agreement and its attachments. This agreement becomes effective upon signature by the parties below.

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Jan Gallimore,  
State Historic Preservation Officer

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Date

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City of Hailey

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Date

## ASSURANCES

The Participant hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including OMB Circulars (A-21, A-87, A-102, A-110, A-122, A-128, A-133) and the National Register Programs Guidelines (49) as they relate to the application, acceptance and use of federal funds for this federally-assisted project. Also the Participant assures and certifies to the grantor that:

1. It possesses legal authority to apply for the grant (and, as applicable, to finance and construct the proposed facilities); that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Participant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Participant to act in connection with the application and to provide such additional information as may be required. It has the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, personal or organizational conflict of interest, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, or notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
4. It will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
5. It will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. ' ' 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. ' ' 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) ' ' 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

D1-1350 The Participant/Applicant certifies that, as a condition to receiving any federal financial assistance from the Department of the Interior, it will comply with all federal laws relating to nondiscrimination. These laws include but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.); which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operation including those parts that have not received or benefited from federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant; its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

6. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving federal agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.
7. 18 USC 1913. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency

thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment. (June 25, 1948, ch. 645, 62 Stat. 792.)

8. It will ensure all activities will comply with the Department of the Interior Standards for Preservation Planning, Identification, Evaluation, Registration, Historical Documentation, Architectural and Engineering, Archaeological Documentation, Treatment for Historic Preservation Projects, and Professional Qualifications.
9. DI 1953. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Lower Tier Cover Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.5.10, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
10. It will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.
  11. It will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
  12. It will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
  13. It will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
  14. It will comply with the provisions of: Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
  15. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable federal, State, or local agencies for the maintenance and operation of such facilities.
  16. It will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency.

- Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
17. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101.17.703). The Participant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
  18. It will obtain approval by the appropriate federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
  19. It will provide and maintain competent and adequate engineering supervision and inspection at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
  20. It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ' ' 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residential structures.
  21. It will comply with the minimum wage and maximum hours provisions of the federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
  22. In accordance with E.O. 11755, it will ensure no person undergoing a sentence of imprisonment at hard labor shall be employed on a Historic Preservation Fund assisted grant work. Labor performed by state prisoners who are on work release, parole, or probation does not fall under this prohibition.
  23. It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. ' ' 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OMB's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
  24. It will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. ' ' 276a to 276a-7), the Copeland Act (40 U.S.C. ' 276c and 18 U.S.C. ' ' 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ' ' 327-333), regarding labor standards for federally assisted construction subagreements.
  25. It will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ' ' 1451 et. seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ' 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking

Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

26. Environmental Certification: Based upon a review of the application, proposal narrative, and the supporting documentation contained in the application, it has been determined that the proposed HPF project described in this notification meets the criteria for categorical exclusion listed in the National Register Program Manual NPS 49, Chapter 11, page 2, 4a, numbers 1,3,6,7, and 11.
27. It will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ' ' 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
28. It will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
29. It will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
30. It will indemnify, defend and save harmless the State of Idaho, and the Idaho State Historical Society, its officers, agents and employees from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the contractor or subcontractor caused by or arising out of performance, act or omission of any term of this contract.
31. In accordance with National Park Service requirements, it agrees that repayment will be made if terms and conditions of this agreement are not followed or if costs claimed are disallowed following audit.
32. It will obtain federal, state, and local permits and permission to conduct the project from all appropriate agencies, departments, and owners before the project begins. This may include, but is not limited to, obtaining permission from private property owners to access the property, research permits from involved federal agencies to conduct archaeological investigation on federal land, and a permit from the Idaho State Historical Society to conduct archaeological excavation on state land.
33. It will meet the requirements of Idaho Public Records Law I.C. § 9-3-340E (Exemptions from Disclosure - Archaeological, Endangered Species, Libraries, Licensing Exams). In relevant part, this section exempts from public disclosure records, maps or other records identifying the location of archaeological or geophysical sites, if those sites are not already known to the general public.
34. It agrees that this project will comply with all of the above assurances that the State Historic Preservation Office must provide to the Department of the Interior. The Participant acknowledges and agrees to perform under this agreement as an independent contractor and not as an employee of the State of Idaho, and as such is solely responsible for his or her acts or that of his or her employees, servants, agents, or assigns in carrying out the obligations hereof. The Participant further agrees that he or she is solely responsible for all taxes (federal, state, or local) including unemployment, social security, or payroll taxes to which activities under this agreement may be subject.

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City of Hailey

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Date

## PROJECT DESCRIPTION

### Develop Intensive Level Survey for J.J. Tracy Building and Harris Apartments Hailey, Idaho

#### A. Project Description:

The Hailey Historic Preservation Commission is seeking the services of a qualified historian or architectural historian to prepare an Intensive Level Survey of the J.J. Tracy Building and Harris Apartments both located on Main St. in Hailey, ID. These properties have previously been noted as potentially eligible properties for the National Register of Historic Places (NRHP). It is hoped that the historical information collected through these surveys will provide valuable data to assess whether or not to pursue nominations to NRHP.

#### 1. Project Coordinator:

Mary Cone  
City Clerk  
City of Hailey  
115 Main St. S, Suite H,  
Hailey, ID 83333  
208-788-4221, ext. 11  
[mary.cone@haileycityhall.org](mailto:mary.cone@haileycityhall.org)

Ms. Cone will monitor and coordinate grant activities and funds. She will work closely with the Hailey Historic Preservation Commission (HHPC), the State Historic Preservation Office and a professional consultant (bids to be solicited) to achieve the goals of the project. Résumé enclosed.

#### 2. Goals and Objectives:

The City of Hailey's project is documenting and preserving the history of two prominent structures – the J.J. Tracy Building and the Harris Apartments. The end product would be intensive level survey forms for each location. A professional consultant will be retained to develop the materials. A future goal would be to pursue nominations to both of these structures in FY 2010-2011.

The HHPC will attend a minimum of one two-hour meeting per month throughout the project.

#### 3. Identification of Final Products:

Intensive survey forms.

**4. Meets Secretary of Interior's Standards:**

The nomination materials will conform to the Secretary of Interior's *Standards for Registration*.

**5. Timetable for Completion of Project and Submission of Reports:**

December 31	Submit revised budget and project description to SHPO
January 18	Request for Bids from Consultants
February 29	Award Contract to Consultant
April 15	Mid-Project Report to SHPO
June 16	Nomination Form Drafts to SHPO
July 17	Final Nomination Forms to SHPO
August 31	Project complete. Submit billing and product to SHPO

**6. Repository for Final Product:**

One copy of the Final Nomination (and/or Survey) Forms will be sent to SHPO, Hailey Public Library, Blaine County Historical Museum, and Hailey City Hall for housing.

**7. State Priority:**

None



Mayor Rick Davis

September 28, 2009

Date

2009/2010 BUDGET

Develop Intensive Level Survey  
for J.J. Tracy Building  
and Harris Apartments  
Hailey, Idaho

	FEDERAL	MATCH
<b>NOMINATION MATERIALS</b>		
Consultant Fixed Fee Contract	\$5,000	\$5,000 <sup>4,000</sup>
<b>ADMINISTRATION &amp; VOLUNTEER SUPPORT</b>		
Five Commission Members	\$0	\$506.25
Five one-hour meetings @ \$20.25/hour		
Project Coordinator	\$0	\$840.00
Twenty-eight hours @ \$30/hour		
<b>TOTAL</b>	\$5,000.00	\$6,346.25 <sup>5346</sup>

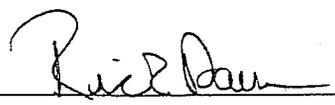
MHC 10/2/09  
28 MHC

**Non-Federal Share**

**Donor:** Hailey Historic Preservation Commission  
**Source:** Labor  
**Kind:** In-Kind  
**Amount:** \$506.25

**Donor:** City of Hailey Project Coordinator  
**Source:** Labor  
**Kind:** Direct Expense  
**Amount:** \$840.00

**Donor:** City of Hailey  
**Source:** Discretionary Fund  
**Kind:** Cash  
**Amount:** ~~\$5,000.00~~ <sup>4,000</sup> MHC 10/2/09  
**Total:** \$6,346.25

  
\_\_\_\_\_  
Mayor Rick Davis

September 28, 2009  
\_\_\_\_\_  
Date



AGENDA ITEM SUMMARY

DATE: 12/07/2009 DEPARTMENT: Public Works / Admin DEPT. HEAD SIGNATURE:

**SUBJECT:**

Idaho Department of Lands  
MOU for \$30,000 Grant for the E.W. Fox Demonstration Garden

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

This successful grant application requires an MOU to be signed by Hailey. The MOU is attached.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

**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:**

Authorize Mayor Davis to sign MOU.

**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: \_\_\_\_\_ \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies  
Instrument # \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

*Between*

Idaho Department of Lands  
And  
City of Hailey

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This Memorandum of Understanding (MOU) between the Idaho Department of Lands hereinafter referred to as **IDL**, and the City of Hailey, hereinafter referred to as **GRANTEE**, provides support for community forestry management. IDL agrees to reimburse appropriate expenditures not to exceed the award amount of \$30,000.00. Funds are provided by the Idaho Department of Lands in cooperation with the Idaho Transportation Department.

Signature of this MOU by the **GRANTEE** assures the recipient's workplace meets federal and state requirements including the following: equal employment opportunities exist, the workplace is drug-free, that no funds will be used to lobby members of Congress, and that no companies debarred from federally-funded contracts will be used.

The following standards for federal grants to state agencies, tribes and local governments apply to the monies disbursed pursuant to this MOU:

### Administrative Principles

- Office of Management and Budget (OMB) Circular A-102 (revised 8/29/97)
- Code of Federal Regulations 49 CFR Part 18, 20 and 29

### Cost Principles

- OMB Circular A-87 (revised 5/10/04)

### Auditing Principles

- OMB Circular A-133 (revised 6/27/03)

*NOTE: If you would like a copy of these Circulars, please contact the IDL Community Forestry Coordinator's office, or visit [www.idl.idaho.gov](http://www.idl.idaho.gov) (click on community forestry and then grants).*

**The grant guidelines and conditions as set forth by the IDL and ITD include the following:**

1. The GRANTEE will adhere to the proposal (application) and budget submitted to IDL, any revisions as attached to this MOU, and any future revisions per agreement with IDL. Should you desire to make **any** changes to the project (whether grant funded or part of GRANTEE'S match) you must ask for **prior** approval, in writing, from this office. **Specific Project Scope items to be completed include:**
  - a. Prepare site including grading, soil top dressing and pathway installation

- b. Purchase and install drip irrigation
  - c. Purchase, plant and mulch approximately 16 trees, 96 shrubs and 721 perennials
  - d. Purchase and install interpretive signs and botanical markers
  - e. Install demonstration garden entry sign and kiosk
  - f. Install benches and refuse receptacles
  - g. Design and publish project guide and interpretive Walking guide and create project web page
2. The agreement period begins on December 1, 2009 and ends on December 31, 2010. The terms of the grant are enforceable until December 31, 2013. Federal and state laws and regulations pertaining to grants, records and auditing may remain enforceable longer. Local laws and regulations, which may be more restrictive, apply.
3. The project period begins on December 1, 2009 and ends on December 31, 2010. All reimbursable and required GRANTEE match expenditures and activities must occur within the project period. Time extension requests must be received by IDL in writing 10 business days prior to the project end date and be approved by December 31, 2010 to be binding.
4. IDL shall make payment on a reimbursement basis. IDL will reimburse costs based upon documented expenditures up to the award amount. The amount due shall be based upon budget and performance reports and financial documentation submitted to IDL by the GRANTEE. These reports may be submitted quarterly or at the end of the project period. Additionally, GRANTEE reimbursement of the project is contingent upon IDL approval of the project.
  - a. Project costs must be summarized on a reimbursement request form. Documentation supporting all project costs submitted for reimbursement and 10% minimum cash match must accompany reimbursement request. These include copies of paid receipts/invoices, check numbers, etc. The enclosed Grant Expenditure Documentation Form or equivalent should also be included with reimbursement requests.
  - b. Please note: Any GRANTEE claiming reimbursement for employees (interns or apprentices), or using that expenditure to meet minimum 10% cash match requirement, must follow strict federal time recording regulations. For reimbursement, GRANTEE must submit enclosed Grant Recipient Labor Worksheet or equivalent.
  - c. Performance reports shall include a narrative describing the work done to the date of the report. Describe what was done over what period of time and by whom. Planting projects shall also include a list of the species of plant materials planted, the number of each species and where the trees are located. A final narrative performance report is required summarizing project accomplishments prior to final reimbursement. This report may be used by IDL to promote grant program accomplishments.
5. Final grant reimbursement request should be received by January 31, 2011. Any funds not claimed by the GRANTEE by March 31, 2011 will be forfeited, unless IDL gives written authorization to extend the reimbursement period.

6. If any plant materials (trees, shrubs and perennials) are planted as part of the project, the GRANTEE is required to ensure plant materials are maintained in a healthy condition for 3 years after the project period ends per the maintenance plan submitted with application. The IDL may periodically inspect grant projects within this time period for compliance.
7. Purchases of goods or contracts less than five thousand dollars (\$5,000) may be acquired as each grant recipient sees fit, in accordance with good business practice and in the best interest of the state. Purchases of goods or contracts between \$5,000 and \$75,000 require acquisition to be publicly posted and no less than three vendors having a significant Idaho presence solicited to submit quotations. Award shall be made to the responsible and responsive bidder offering the lowest acceptable quotations. See <http://adm.idaho.gov/adminrules/rules/IDAPA38/0501.pdf> for specific requirements. Purchases exceeding \$75,000 must be made through a formal bidding process. Written documentation must be maintained as to the parties solicited and notified, bid amounts and the justification for selection if the low bid is not accepted.  
  
If professional services (contracting with a consultant or other business) are bid and the services listed on the bid request are to be evaluated on criteria other than price alone, GRANTEE must have written bid specifications detailing evaluation criteria. If accepted bid is not the lowest cost, GRANTEE must maintain in file justification for chosen bid.
8. All enhancement projects within an existing Federal-aid highway or linked to a Federal-aid facility by proximity or impact must comply with wage requirements of the Davis Bacon Act. Contractors may not use volunteer labor on Davis-Bacon projects but state or local agencies can if the volunteers are under the direct control as a force account effort.
9. All tree and shrub planting activity under this grant must comply with IDL Community Forestry Tree Purchase and Planting Specifications (enclosed). Additional copies are available by contacting the IDL Community Forestry Coordinator or on-line.
10. Tree pruning must be done or supervised by an ISA Certified Arborist. Under no circumstances will these funds be used to top, head or stub any public tree. Pruning and removal of trees must comply with current editions of American National Standard for Tree Care Operations—Standard Practices, ANSI A300 and American National Standard for Tree Care Operations—Safety Requirements, ANSI Z133.1.
11. All printed materials developed for distribution under this grant must be pre-approved by IDL prior to duplication and dissemination.
12. Any brochures, videos, other educational materials, or press releases developed as part of the project shall include a written or verbal statement, which shall provide credit for **“A grant from The Idaho Department of Land’s Community Forestry Program in cooperation with the Idaho Transportation Department.”**
13. The GRANTEE agrees to permit audits and post-audits by auditors of the State of Idaho or their representatives, of the project site and of all records pertaining to the project.
14. Requests to amend the proposal or this MOU shall be made in writing to:

Community Forestry Coordinator  
Idaho Department of Lands  
3284 W. Industrial Loop  
Coeur d’Alene, Idaho 83815

15. Failure to comply with the proposal or to meet the above requirements may result in grant cancellation or the retention of grant funds by IDL. Misrepresentation of fact in the proposal or an accomplishment report may result in the revocation of the grant. IDL may require grant moneys already dispensed be returned.
16. The GRANTEE assures that state and federal laws and certifications are in place including the following:
- a. Civil Rights—policies and practices of non-discrimination
  - b. Debarment and Suspension—no vendor or contractor debarred or suspended from being able to work under a federal grant will receive any money under this grant project. (Idaho Department of Commerce maintains lists secured from the federal government.)
  - c. Drug-Free/Smoke-Free Workplace
  - d. Lobbying—no grant funds will be used for lobbying to influence legislation.
  - e. Avoidance of Conflict of Interest
17. The sections of this MOU are presumed severable. If any section, or part thereof, or the application of any section to any person or circumstance is declared invalid, that invalidity does not affect the validity of any remaining sections.

**AGREED:**

*Grantee*

\_\_\_\_\_  
Authorized City Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AGREED:**

*Idaho Department of Lands*

*David A. Gorchel*  
\_\_\_\_\_  
IDL Authorized Signature

*11/30/09*  
\_\_\_\_\_  
Date

***Original signed version due at the Department of Lands by November 30, 2009.***

MAINTENANCE ACTIVITY	DESCRIBE PLAN	FREQUENCY / SCHEDULE FOR ACTIVITY	RESPONSIBLE PERSON / ORGANIZATION
OTHER (SPECIFY): SEASONAL MAINTENANCE FOR SHRUBS	Prune to remove winter breakage Prune to control size/form	After snowmelt - yearly By October 31 - yearly	City Public Works Crew and Volunteer professionals (Master Naturalists & Gardeners)
OTHER (SPECIFY): SEASONAL MAINTENANCE FOR PERENNIALS	Deadhead & prune as required per plant variety Cut down seasonal dieback	Monthly as needed Flowers-Autumn; Grasses-Early Spring	City Public Works Crew and Volunteers (Master Naturalists & Gardeners)
OTHER (SPECIFY): MAINTENANCE FOR SEEDED NATURAL AREAS	Mow or cut down seeded vegetation	End of growing season yearly (October typically)	City Public Works Crew
OTHER (SPECIFY) : REFERENCE MATERIALS	Provide installation and maintenance guide for demonstration garden plant materials on website for reference and use by interested Hailey residents & community organizations	At completion of project and available on website	City Staff with volunteer professionals.

### 8. PLANT MATERIALS TO BE PLANTED

	SPECIES	SIZE	QUANTITY	SPECIFY TYPE (TREE/SHRUB OR PERENNIAL)	COST PER ITEM	TOTAL COST
1.	Bigleaf Maple	8-10'	1	Tree	330.00	330.00
2.	Netleaf Hackberry	2.5" cal	1	Tree	330.00	330.00
3.	Rocky Mountain Juniper (Power Line Tree)	7-8'	5	Tree	400.00	2000.00
4.	Shubert Chokecherry	2.5" cal	3	Tree	330.00	990.00
5.	Bur Oak (Street Tree)	2.5" cal	3	Tree	330.00	990.00
6.	Mancana Ash (Street Tree)	2.5" cal	3	Tree	330.00	990.00
7.	Chokeberry	5-6'	5	Shrub	96.00	480.00
8.	Currant	5 gal	11	Shrub	30.00	330.00
9.	Elderberry	20 gal	5	Shrub	49.00	245.00
10.	Gooseberry	5 gal	9	Shrub	30.00	270.00
11.	Serviceberry	5-6'	3	Shrub	96.00	288.00
12.	Snowberry	5 gal	9	Shrub	30.00	270.00
13.	Blue Mist Spirea	5 gal	7	Shrub	24.00	168.00
14.	Rubber Rabbitbush	5 gal	5-7	Shrub	24.00	168.00
15.	Creeping Oregon Grape	1 gal	15	Shrub	10.00	150.00

	SPECIES	SIZE	QUANTITY	SPECIFY TYPE (TREE/SHRUB OR PERENNIAL)	COST PER ITEM	TOTAL COST
16.	Skunkbush Sumac	5 gal	12	Shrub	24.00	288.00
17.	Staghorn Sumac	5 gal	5	Shrub	24.00	120.00
18.	Woods Rose	5 gal	7	Shrub	24.00	168.00
19.	Common Lilac	5-6'	3	Shrub	150.00	450.00
20.	Blue Grama	Seed	5 lb	Perennial	15.00	75.00
21.	Feather Reed Grass	2 gal	18	Perennial	30.00	540.00
22.	Idaho Fescue	Seed	5 lb	Perennial	18.00	90.00
23.	Sheep Fescue	Seed	5 lb	Perennial	13.00	65.00
24.	Blue Oat Grass	2 gal	15	Perennial	24.00	360.00
25.	Great Basin Wildrye	Seed	5 lb	Perennial	17.00	85.00
26.	Switch Grass	2 gal	17	Perennial	30.00	510.00
27.	Yarrow	4" pot	90	Perennial	3.50	315.00
28.	Arrowleaf Balsamroot	Seed	1 oz	Perennial	35.00	35.00
29.	Sulfur Buckwheat	4" pot	90	Perennial	4.50	405.00
30.	Day Lily 'Happy Returns'	1 gal	50	Perennial	12.00	600.00
31.	Day Lily 'Pardon Me'	1 gal	50	Perennial	12.00	600.00
32.	Walkers Low Catmint	1 gal	50	Perennial	12.00	600.00
33.	Prickly Pear Cactus	1 gal	50	Perennial	15.00	750.00
34.	Penstemon 'Fire Cracker'	4" pot	90	Perennial	3.50	315.00
35.	Penstemon 'Rocky Mtn.'	4" pot	90	Perennial	3.50	315.00
36.	Penstemon 'Pine-Leaf'	4" pot	90	Perennial	3.50	315.00
	TOTAL	N/A		N/A	NA/	\$15,000.00

167/985/3218

### 9. PROJECT BUDGET: COMPLETE BUDGET INFORMATION ON PAGE 6

For the purposes of this grant project application, the project budget should only include tree planting & related hardscape located within close physical proximity and which is an integral part of the tree planting. Include only the project related costs dealing with the trees or shrubs. For example, if a park is being developed do NOT count costs of parking lots, play equipment, turf installation/irrigation, sidewalks, and general grading for turf or other areas, etc.

DO include costs of site preparation for plant materials, planting of trees, irrigation for trees, tree grates, stakes, mulch or signage/hardscape costs that are an integral part of the planting, etc. Any of these costs that the city plans to pay for should be included in the Applicant Cash column of the Budget Calculation Form. Any donations of time or materials the city anticipates for this project should be listed in the Donated & In-Kind Column. This will show the local contribution to the project. Complete the Budget

BUREAU OF FORESTRY  
ASSISTANCE  
3284 W. Industrial Loop  
Coeur d'Alene ID 83815  
Phone (208) 769-1525  
Fax (208) 769-1524



GEORGE B BACON  
DIRECTOR  
EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF LAND COMMISSIONERS  
C.L. "Butch" Otter, Governor  
Ben Ysursa, Secretary of State  
Lawrence G. Wasden, Attorney General  
Donna M. Jones, State Controller  
Tom Luna, Sup't of Public Instruction

November 25, 2009

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

DEC - 4 2009

**RE: Grant # 09-CTE-J**

Dear Mr. Hellen:

**Congratulations!** I am pleased to announce you have been awarded a \$30,000.00 Community Transportation Enhancement (CTE) grant. This letter is your official notice of award for this 2009-10 Grant.

Before you begin your project, you must sign and return the enclosed project Memorandum of Understanding (MOU). Two originals are enclosed. It is important that you sign and return one copy of the MOU to my office **by November 30, 2009**. Retain the second copy for your records. Likewise, please complete the enclosed W-9 tax identification form for your city and return it with your signed MOU.

Please read the MOU carefully, for several requirements are especially critical as you conduct your project. For example, item #7 refers to the process for bids and purchases of goods and contracts. Note, "Davis-Bacon" rules may also apply to your project. To help clarify your project, "project scope items" have been identified within the MOU; please remember any changes to those items require prior-approval from me.

Additionally, if your project is on state or federal ROW, you are required to notify ITD 5 working days prior to doing any work in the right-of-way.

**The project period for your CTE grant begins December 1, 2009 and ends December 31, 2010.** This means that only costs incurred between those dates are allowable for grant reimbursement.

### **OTHER ITEMS ENCLOSED IN THIS PACKET**

#### **Reimbursement Request Form**

This form must be filled out each time you wish to be reimbursed for project expenses. (Please use the original to make copies as needed.) Remember that all grant expenditures for which you are seeking reimbursement or counting as your city's minimum 10% "Cash Match" contribution, must be supported by receipts/invoices and proof of payment. This requirement can be met by including copies of receipts/invoices marked paid and indicating the check number on them (or using the enclosed *Grant Recipient Labor Worksheet* or time sheets for Match documentation). A summary form such as the included *Grant Expenditure Documentation Form* should be submitted with these receipts. Also, please note that a narrative report on activities & project status, and a list of all plant materials purchased & planted (along with a new planting plan if different than original) must be included with each reimbursement request form. With your last request, be sure to submit photos (digital preferred) of the completed project.

## Record-Keeping

To make reporting easier, I suggest that you keep one file with **all** project-related paperwork (including receipts) stored in a central and readily accessible location. Doing so will also make addressing questions we may have and/or potential, future audits easier. If you are using city employee time toward your minimum 10% cash match, please use the enclosed *Grant Recipient Labor Worksheet* to assist with documenting those labor expenditures. This form can be used for city employees that routinely receive a pay-check regardless of this project; its completion can be used as the required "proof of expenditures" for employee time. You may use a different form if you like, but the specific information requested on this form must be included.

## Community Forestry Tree Planting Specifications

The tree planting within your project must be done according to the enclosed "Tree Purchase and Planting Specifications" revised in July 2004 (orange document). **Please Note: these specifications may be different than what you or the landscape professional you utilize may be accustomed to.** These specifications, based on the most current scientific research, are designed to increase the likelihood of successful tree plantings and address the importance of not planting too deep. It is a requirement of this grant that they be followed. The enclosed brochure "*Planting Trees in Designed and Built Community Landscapes*" also provides some useful technical information.

## Guidelines for Working with Consultants

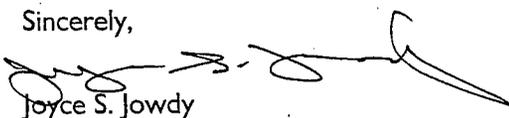
Some grant applications have proposed utilizing consultants to perform part or all of their project. While it can be very useful to hire a consultant, it can sometimes be a challenge to make sure that a skilled and qualified person is selected. Therefore, I have included a set of "*Guidelines for Working with Consultants*" to increase the ease and success of your selection process.

## Project Changes

This grant has been awarded to your community based upon the application that was submitted and/or revised as a result of the review process (see attachments to MOU). Accordingly, should you desire to make **any** changes to the project (whether grant funded or part of Grantee's match) you must ask for **prior** approval, in writing, from this office. Likewise the same is required should it become impossible to complete the project by the deadline. All extension requests must be received by IDL 10 days before the project period end and approved by December 31, 2010.

Please read your MOU carefully for specific guidelines, and do not hesitate to contact me if you have questions. Again, congratulations on a successful project. I look forward to working with you in the coming year!

Sincerely,



Joyce S. Jowdy  
Grants/Contracts Program Specialist

cc: ITD District Office  
Randy Kyrias, ITD Division of Public Transportation

### **Enclosures:**

- Project Memorandum of Understanding (MOU)
- Reimbursement Request Form
- Grant Expenditure Documentation Form
- Grant Recipient Labor Worksheet
- Guidelines for Working with Consultants
- W-9 Tax Identification Form
- "Developing Tree Purchase and Planting Specifications for Bid"
- "Planting Trees in Designed and Built Community Landscapes"

**Remember to return one signed MOU form and the W-9 tax identification form by November 30, 2009.**

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Tom Hellen  
November 25, 2009  
Page 2 of 2

## MEMORANDUM OF UNDERSTANDING

*Between*

Idaho Department of Lands  
And  
City of Hailey

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This Memorandum of Understanding (MOU) between the Idaho Department of Lands hereinafter referred to as **IDL**, and the City of Hailey, hereinafter referred to as **GRANTEE**, provides support for community forestry management. IDL agrees to reimburse appropriate expenditures not to exceed the award amount of \$30,000.00. Funds are provided by the Idaho Department of Lands in cooperation with the Idaho Transportation Department.

Signature of this MOU by the **GRANTEE** assures the recipient's workplace meets federal and state requirements including the following: equal employment opportunities exist, the workplace is drug-free, that no funds will be used to lobby members of Congress, and that no companies debarred from federally-funded contracts will be used.

The following standards for federal grants to state agencies, tribes and local governments apply to the monies disbursed pursuant to this MOU:

### Administrative Principles

- Office of Management and Budget (OMB) Circular A-102 (revised 8/29/97)
- Code of Federal Regulations 49 CFR Part 18, 20 and 29

### Cost Principles

- OMB Circular A-87 (revised 5/10/04)

### Auditing Principles

- OMB Circular A-133 (revised 6/27/03)

*NOTE: If you would like a copy of these Circulars, please contact the IDL Community Forestry Coordinator's office, or visit [www.idl.idaho.gov](http://www.idl.idaho.gov) (click on community forestry and then grants).*

**The grant guidelines and conditions as set forth by the IDL and ITD include the following:**

1. The GRANTEE will adhere to the proposal (application) and budget submitted to IDL, any revisions as attached to this MOU, and any future revisions per agreement with IDL. Should you desire to make **any** changes to the project (whether grant funded or part of GRANTEE'S match) you must ask for **prior** approval, in writing, from this office. **Specific Project Scope items to be completed include:**
  - a. Prepare site including grading, soil top dressing and pathway installation

- b. Purchase and install drip irrigation
  - c. Purchase, plant and mulch approximately 16 trees, 96 shrubs and 721 perennials
  - d. Purchase and install interpretive signs and botanical markers
  - e. Install demonstration garden entry sign and kiosk
  - f. Install benches and refuse receptacles
  - g. Design and publish project guide and interpretive Walking guide and create project web page
2. The agreement period begins on December 1, 2009 and ends on December 31, 2010. The terms of the grant are enforceable until December 31, 2013. Federal and state laws and regulations pertaining to grants, records and auditing may remain enforceable longer. Local laws and regulations, which may be more restrictive, apply.
  3. The project period begins on December 1, 2009 and ends on December 31, 2010. All reimbursable and required GRANTEE match expenditures and activities must occur within the project period. Time extension requests must be received by IDL in writing 10 business days prior to the project end date and be approved by December 31, 2010 to be binding.
  4. IDL shall make payment on a reimbursement basis. IDL will reimburse costs based upon documented expenditures up to the award amount. The amount due shall be based upon budget and performance reports and financial documentation submitted to IDL by the GRANTEE. These reports may be submitted quarterly or at the end of the project period. Additionally, GRANTEE reimbursement of the project is contingent upon IDL approval of the project.
    - a. Project costs must be summarized on a reimbursement request form. Documentation supporting all project costs submitted for reimbursement and 10% minimum cash match must accompany reimbursement request. These include copies of paid receipts/invoices, check numbers, etc. The enclosed Grant Expenditure Documentation Form or equivalent should also be included with reimbursement requests.
    - b. Please note: Any GRANTEE claiming reimbursement for employees (interns or apprentices), or using that expenditure to meet minimum 10% cash match requirement, must follow strict federal time recording regulations. For reimbursement, GRANTEE must submit enclosed Grant Recipient Labor Worksheet or equivalent.
    - c. Performance reports shall include a narrative describing the work done to the date of the report. Describe what was done over what period of time and by whom. Planting projects shall also include a list of the species of plant materials planted, the number of each species and where the trees are located. A final narrative performance report is required summarizing project accomplishments prior to final reimbursement. This report may be used by IDL to promote grant program accomplishments.
  5. Final grant reimbursement request should be received by January 31, 2011. Any funds not claimed by the GRANTEE by March 31, 2011 will be forfeited, unless IDL gives written authorization to extend the reimbursement period.

6. If any plant materials (trees, shrubs and perennials) are planted as part of the project, the GRANTEE is required to ensure plant materials are maintained in a healthy condition for 3 years after the project period ends per the maintenance plan submitted with application. The IDL may periodically inspect grant projects within this time period for compliance.
7. Purchases of goods or contracts less than five thousand dollars (\$5,000) may be acquired as each grant recipient sees fit, in accordance with good business practice and in the best interest of the state. Purchases of goods or contracts between \$5,000 and \$75,000 require acquisition to be publicly posted and no less than three vendors having a significant Idaho presence solicited to submit quotations. Award shall be made to the responsible and responsive bidder offering the lowest acceptable quotations. See <http://adm.idaho.gov/adminrules/rules/IDAPA38/0501.pdf> for specific requirements. Purchases exceeding \$75,000 must be made through a formal bidding process. Written documentation must be maintained as to the parties solicited and notified, bid amounts and the justification for selection if the low bid is not accepted.  
  
If professional services (contracting with a consultant or other business) are bid and the services listed on the bid request are to be evaluated on criteria other than price alone, GRANTEE must have written bid specifications detailing evaluation criteria. If accepted bid is not the lowest cost, GRANTEE must maintain in file justification for chosen bid.
8. All enhancement projects within an existing Federal-aid highway or linked to a Federal-aid facility by proximity or impact must comply with wage requirements of the Davis Bacon Act. Contractors may not use volunteer labor on Davis-Bacon projects but state or local agencies can if the volunteers are under the direct control as a force account effort.
9. All tree and shrub planting activity under this grant must comply with IDL Community Forestry Tree Purchase and Planting Specifications (enclosed). Additional copies are available by contacting the IDL Community Forestry Coordinator or on-line.
10. Tree pruning must be done or supervised by an ISA Certified Arborist. Under no circumstances will these funds be used to top, head or stub any public tree. Pruning and removal of trees must comply with current editions of American National Standard for Tree Care Operations—Standard Practices, ANSI A300 and American National Standard for Tree Care Operations—Safety Requirements, ANSI Z133.1.
11. All printed materials developed for distribution under this grant must be pre-approved by IDL prior to duplication and dissemination.
12. Any brochures, videos, other educational materials, or press releases developed as part of the project shall include a written or verbal statement, which shall provide credit for **“A grant from The Idaho Department of Land’s Community Forestry Program in cooperation with the Idaho Transportation Department.”**
13. The GRANTEE agrees to permit audits and post-audits by auditors of the State of Idaho or their representatives, of the project site and of all records pertaining to the project.
14. Requests to amend the proposal or this MOU shall be made in writing to:

Community Forestry Coordinator  
Idaho Department of Lands  
3284 W. Industrial Loop  
Coeur d’Alene, Idaho 83815

15. Failure to comply with the proposal or to meet the above requirements may result in grant cancellation or the retention of grant funds by IDL. Misrepresentation of fact in the proposal or an accomplishment report may result in the revocation of the grant. IDL may require grant moneys already dispensed be returned.
16. The GRANTEE assures that state and federal laws and certifications are in place including the following:
- a. Civil Rights—policies and practices of non-discrimination
  - b. Debarment and Suspension—no vendor or contractor debarred or suspended from being able to work under a federal grant will receive any money under this grant project. (Idaho Department of Commerce maintains lists secured from the federal government.)
  - c. Drug-Free/Smoke-Free Workplace
  - d. Lobbying—no grant funds will be used for lobbying to influence legislation.
  - e. Avoidance of Conflict of Interest
17. The sections of this MOU are presumed severable. If any section, or part thereof, or the application of any section to any person or circumstance is declared invalid, that invalidity does not affect the validity of any remaining sections.

**AGREED:**

*Grantee*

\_\_\_\_\_  
Authorized City Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AGREED:**

*Idaho Department of Lands*

*David A. Gorsell*  
\_\_\_\_\_  
IDL Authorized Signature

\_\_\_\_\_  
Date

*11/30/09*

***Original signed version due at the Department of Lands by November 30, 2009.***

