

AGENDA ITEM SUMMARY

DATE: 05/12/2025

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2025 - ____, authorizing the Mayor's signature on a grant award agreement with IDEQ in the amount of \$38,675 to conduct a leak detection on the City's public water system. **ACTION ITEM**

AUTHORITY: ID _____ IAR _____ City Ordinance/Code (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City was awarded \$38,675 to perform a leak detection on the City's public water system. This grant award will cover a portion of the project total, which was quoted to be \$91,264. City staff is interested in pursuing this leak detection effort in order to identify possible areas in the water system where the City is losing significant amounts of water. Please refer to attached proposal from Oldcastle Infrastructure which includes a description of the work to be performed.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Comm. Dev. | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Engineer | <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Fire Dept. | | |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2025 - ____, authorizing the Mayor's signature on a grant award agreement with IDEQ in the amount of \$38,675 to conduct a leak detection on the City's public water system. **ACTION ITEM**

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./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

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

**CITY OF HAILEY
RESOLUTION NO. 2025**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A GRANT SUBAWARD AGREEMENT WITH THE IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ), IN THE AMOUNT OF
\$38,675, TO PERFORM A LEAK DETECTION ON THE PUBLIC WATER SYSTEM**

WHEREAS, the City of Hailey desires to perform a leak detection on the City's water system,

WHEREAS, the City of Hailey desires to enter into a grant agreement with IDEQ in the amount of \$38,675, to perform the leak detection,

WHEREAS, the City of Hailey and IDEQ agree to the terms and conditions of the agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the agreement between the City of Hailey and IDEQ, and that the mayor is authorized to execute the attached agreement.

Passed this 12th day of May, 2025.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



Proposal

7000 Central Pkwy, Suite #800
Atlanta, GA 30328

Phone: (770) 270-5000

Proposal #:

3/25/2025

Proposal To: City of Hailey, Idaho
115 S Main Street
Hailey, ID 83333

Oldcastle: Chris Cummings
Phone: 760-803-9420

Reference: City of Hailey Idaho

Contact: Brian Yeager

Email: brian.yeager@haileycityhall.org

Order No	Date	Customer No	Terms	Bid Date	F.O.B.	Proposal Valid for
1	03/25/25		Net 30			30-60 days

Proposal for: FIDO AI pilot project for leak identification and mark up on sixty-two (62) miles of piping for the city of Hailey, Idaho

Qty	Unit	Description	Unit Price	Discounted Price	Amount
62		Leak detection services using FIDO AI for up to Sixty- Two (62) miles	1,636.00	1472.00	91,264.00
1		Mobilization - no charge	5,000.00	0.00	0.00
Total:					91,264.00
(Sales Tax <u>Not</u> Incl.)					

Definition of Services

The Vendor (Oldcastle) has partnered with FIDO AI to provide data as a service to identify leaks in water assets. Oldcastle to provide FIDO Direct overlays a service to this FIDO AI including the deployment of FIDO Sensors, which are acoustic sensors used to capture leak sounds on the network and will identify, and physically markup all identified leaks. Specifically, the Vendor will:

- Provide a detailed SOW (Scope of Work) to the Client prior to commencement of the project.
- Deploy (and subsequently collect) FIDO hardware across the selected sweep area (Network Coverage) as set out below.
- Oldcastle Infrastructure services powered by FIDO AI will deliver leak/no leak results.
- Oldcastle Infrastructure services powered by FIDO AI will also deliver the size of the leak into 3 categories: small, medium and large.
- Oldcastle Infrastructure services powered by FIDO AI will group POIs and deploy leakage engineers to mark the location of the leak and submit work orders to the Customer to schedule the repair.
- Sensors provided by FIDO will remain in-situ at the nearest available asset to the dig location so FIDO AI can validate repair post dig. Once completion of the repair has been communicated by the Customer, FIDO AI will verify that the identified leaks have been successfully repaired.
- Oldcastle Infrastructure will provide all operational staff to undertake the contract (this may be a mixture of internal staff and/or 3rd party leak detection partners). Contact details of the appointed Oldcastle Infrastructure POC (point of contact) or Oldcastle Infrastructure representative will be provided to the customer.
- Oldcastle Infrastructure will provide a report highlighting outstanding repairs to be completed by the Customer, and any support required from the Customer over the subsequent week.
- Provide a post project report confirming the number of leaks marked up and ranked by size.

Specific Obligations of Customer

- Provide all shapefiles (GIS) for the selected sweep area with clearly marked asset points and details of pipe material and pipe diameters ahead of operational work commencing.
- Provide a copy of a recent AWWA M36 Water Audit or other form of water loss auditing report, if available.
- Areas chosen to be concurrent locations and agreed with Oldcastle Infrastructure in advance.
- Ensure assets are accessible and are free from obstruction (clean all valves prior to mobilization).
- Client to provide onsite operational support for any special access asset points.
- Client to co-ordinate and implement traffic control and signage where necessary.
- If flow meters are present and flow into the sweep area is measurable, it is requested that the previous 3 months of repair and flow data are provided in advance of Oldcastle Infrastructure mobilizing to site. Subsequently the Client will be asked to provide weekly flow data and repair history for the duration of the contract to allow FIDO's Analysts and client to review any evidential drops in flow as repairs are completed.
- Provide guidance on any bespoke or additional PPE to the Oldcastle Infrastructure team ahead of operational work commencing. Oldcastle Infrastructure will provide the standard 5-point PPE for operational staff. Any additional PPE or specialized PPE must be indicated and provided by the client where reasonable.
- Provide read only access to flow and pressure data if available.
- Provide the full contact details of the day to day operational and data business leads;
- Agree the required Point of interest (POI) feedback proforma to enable promotion to workflow (including all data required).
- Agree the post project completion report format.
- Must contact 811 prior to digging.

Network Coverage

Sixty-two (62) miles of water main piping

Term

30 - 60 days

Accepted by:

Peter Delgado

3/25/2025

Peter Delgado
Oldcastle Infrastructure, Inc.

Date

(Customer Signature)
Printed name:

Date



April 23, 2024

Electronic Delivery: martha.burke@haileycityhall.org

The Honorable Martha Burke
City of Hailey
115 S Main St.
Hailey, ID 83333

Subject: City of Hailey Drinking Water Planning Grant No.: DWG-277-2023-28CAP

Dear Mayor Burke:

We are pleased to inform you that your requests for a increases to your State drinking water planning grant have been approved. The funds will be issued to offset higher than expected bids for the completion of leak detection work. The funds will be supported by non-ARPA funds and your grant offer for those funds are enclosed. The leak detection work will need to be completed in accordance with Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities, IDAPA 58.01.22, to evaluate the current drinking water system and identify needed improvements.

Please pay close attention to Section VIII Special Conditions. Please review this document and if you find it satisfactory, sign and return the document on or before 60 days from the date of this grant offer to Hayley Brown at hayley.brown@deq.idaho.gov.

If you have any questions regarding this grant, please contact Hayley Brown at hayley.brown@deq.idaho.gov.

Sincerely,

Charlie Parkins

Charlie Parkins
Grants and Loans Supervisor
Drinking Water Protection and Finance Division

Encl. Drinking Water Grant Agreement
CAPDEV Required Disclosures

EDMS No.: Transmittal, 2024ALN2463; Grant Offer, 2024ALN2464

ec: Jerri Henry, DEQ State Office
Tyler Fortunati, DEQ State Office
Bill Hart, DEQ State Office
Joe Otero, DEQ Twin Falls Regional Office
Eric Landsberg, eric@clearsolns.com
Mary Cone, mary.cone@haileycityhall.org
Emily Williams, emily.wiliams@haileycityhall.org

**STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
PLANNING GRANT ACCEPTANCE AND AGREEMENT
FOR DRINKING WATER FACILITIES**

SECTION I. INTRODUCTION

The Idaho Board of Environmental Quality (Board) is authorized by the Title 39, Chapters 1 and 36 of the Idaho Code (the Act), to make and administer grants in order to provide financial assistance to municipalities to aid in the planning of public drinking water facilities. The Board, through the Department of Environmental Quality (Department), is authorized to administer the Act. The Department has found that the city of Hailey (Applicant/Grantee) has established eligibility for a grant under the terms of the Act and the Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities, IDAPA 58.01.22 (the Rules).

The Department hereby offers a grant funds to the Applicant according to the conditions contained in the following sections of this grant agreement.

SECTION II. DESCRIPTION OF PROJECT

This grant agreement is for facility planning of the following project:

- A. Grant Project Number: DWG-277-2023-28CAP
- B. Name and Address of Applicant: City of Hailey
115 S Main St.
Hailey, ID 83333
- C. Project Description: The purpose of the grant is to cover cost overruns related to leak detection services for ARPA project DWG-277-2023-28.
- D. Estimated Project Budget:*
- | | |
|--|----------|
| 1. Administrative Services | \$0 |
| 2. Engineering and Consulting Services | \$91,264 |
| 3. Environmental Review | \$0 |
| 4. Total | \$91,264 |

Amount to be funded by State Grant	\$38,675
Amount to be funded by the city of Hailey	\$52,589

*Note: The above costs represent estimated eligible costs for the project. Final payment, per this grant agreement, shall be determined using the actual eligible costs assessed by the Department pursuant to a final project review.

SECTION III. GENERAL CONDITIONS

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a grant agreement (Agreement) and the Applicant shall become the Grantee. By accepting this offer, the Grantee agrees to all terms and conditions set forth in this Agreement and the Rules.

The Grantee shall:

- A. Not transfer, assign, or pledge any beneficial interest in this Agreement to any other person or entity without express written consent from the Director of the Department of Environmental Quality (Director). Neither may the Grantee delegate legal responsibility for complying with the Agreement without the Director's express written consent.
- B. Enter into such contractual arrangements with third parties as the Grantee deems advisable to assist in meeting its responsibilities under the Agreement.
- C. Fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department by the Grantee in support of the request for this grant.
- D. Have an active registration with the System for Award Management (“SAM”) (www.sam.gov) pursuant to 2 CFR Part 25.
- E. Comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.
- F. Comply with all applicable federal, state, and local laws.

SECTION IV. PROJECT MANAGEMENT

The Grantee shall:

- A. Efficiently and effectively manage the grant funds in accordance with this Agreement.

- B. Monitor and report performance to the Department pursuant to the planning grant deadline developed jointly between the Department and the Grantee and incorporated into this Agreement by reference.
- C. Retain and utilize the services of an engineer, currently licensed by the State of Idaho, for all project planning, and oversight. The grantee must notify and provide a copy of the executed contracts and scope of work for said engineer supported by this Agreement to the Department. In the event that the Grantee amends the scope of work with the engineer firm, or changes engineering firms, at any time throughout the study, the Department shall be notified and a copy of the new or amended contract provided to the Department.
- D. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability insurance to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be at least one hundred thousand dollars (\$100,000) or twice the amount of the engineer's fee, whichever is greater. Professional liability insurance must cover all services rendered for all phases of the project planning, whether or not those services are state funded, until the planning document approved by the Department and the conditions of this grant agreement have been satisfied.
- E. Maintain project accounts in accordance with generally accepted accounting principles.
- F. Submit final facility planning documents to the Department for review and approval by June 30, 2026.
- G. Will select, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation.

SECTION V. PAYMENTS

- A. Requests for payment, pursuant to this Agreement, shall be submitted to the Department on a form provided by the Department. The request for reimbursement shall describe the work completed and set forth the total dollar amount expended for eligible costs. If the costs are determined to be eligible, the Director or her authorized representative shall authorize the disbursement of appropriate grant funds to the Grantee.
- B. Advanced payment will not be made on the project unless a written request from the Grantee for a waiver is approved by the Department.
- C. Grant amendment increase requests as a result of an increase in eligible project costs may be considered, provided funds are available. Documentation and justification supporting the unavoidable need for a grant increase must be submitted to the Department for approval prior to incurring any costs above the approved eligible cost ceiling.

- D. If the actual eligible cost is determined to be lower than the estimated eligible cost the grant amount may be reduced proportionately.
- E. Payment of the final five percent (5%) of the grant will be withheld until the following requirements are met:
 - 1. The final planning document has been submitted to and approved by the Department.
- F. This Agreement is subject to the existence of the offered sums of money at the time of payment. Should the offered sum of money not be available at the time of payment, the Department hereby agrees to pay the above Grantee the offered sum of money on the basis of the Grantee's priority position immediately upon the accrual of said sum in Department accounts.

SECTION VI. TERMINATION OR SUSPENSION OF GRANT

- A. The Director may suspend or terminate this Agreement for failure by the Grantee or its agents, including its engineering firm(s), contractor(s) or subcontractor(s) to perform. The Agreement may be suspended or terminated for good cause including, but not limited to, the following:
 - 1. Commission by an employee or agent of the Grantee of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, or receipt of stolen property or any form of tortious conduct; or
 - 2. Commission by an employee or agent of the Grantee of any crime for which the maximum sentence includes the possibility of one (1) or more year's imprisonment or any crime involving or affecting the project; or
 - 3. Violation of any term of agreement of the Agreement; or
 - 4. Any willful or serious failure to perform within the scope of the project, project schedule, terms of architectural/engineering subagreements, or
 - 5. Utilizing an engineering firm, contractor or subcontractor that has been suspended or debarred for good cause by any federal or state agency from working on public work projects funded by that agency.
- B. The Director will notify the Grantee in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:
 - 1. Specific acts or omissions which form the basis for suspension or termination; and

2. That the Grantee may be entitled to appeal the suspension or termination pursuant to IDAPA 58.01.23, Rules of Administrative Procedure Before the Board of Environmental Quality.
- C. If the Grantee does not initiate a contested case before the Board by filing a petition within the time period specified by the Rules of Administrative Procedures Before the Board of Environmental Quality, IDAPA 58.01.23, the Department may thereafter terminate or suspend the Agreement.
- D. The Grantee shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.
- E. Upon written request by the Grantee with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement.
- F. No terminated grant shall be reinstated. The Board may unilaterally order the Grantee to reimburse the State for funds previously paid to the Grantee.

SECTION VII. ACCESS AND INDEMNIFICATION

The Grantee agrees to:

- A. Provide the Director, or his/her authorized agents, access to the files, records, accountings and books relating to the management and accountability of this grant.
- B. Indemnify and hold harmless the State of Idaho, its agents, and its employees from any and all claims, actions, damages, liabilities, and expenses directly or indirectly connected to the Grantee or its agents, employees, contractors, or assignee's actions related to the planning, design, or any part of the project.

SECTION VIII. SPECIAL CONDITIONS

- A. The planning document shall address all of the management and technological sustainability efforts as indicated in the planning grant letter of interest submitted by the city of Hailey.
- B. The Grantee will provide proof of an assigned Unique Entity Identifier and active registration with SAM (<https://www.sam.gov>) if not already obtained, prior to the first disbursement. Further disbursements will be made contingent on the Grantee providing proof that all requested information to SAM has been submitted.

SECTION IX. CLOSE OUT

- A. This grant will be considered closed once the subrecipient has submitted all the invoices, reports, and any other requested documentation to the Department, and they have been paid/approved by the Department. This includes the final invoice, final approved planning document and, if applicable, an environmental determination has been made. A formal closure letter will be sent to the subrecipient verifying closure of the grant.

SECTION X. OFFER

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this offer.



Linda Brown, Executive Financial Officer
Department of Environmental Quality

04/21/2025

Date

SECTION XI. ACCEPTANCE

The city of Hailey by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained therein.

Signature of Representative

Name and Title of Representative

Date

CONFLICT OF INTEREST CERTIFICATION

Sub-Grant#:
DWG-277-2023-28CAP

Subrecipient Name:
City of Hailey

A conflict of interest (COI) is defined as an actual or potential situation that undermines, or may undermine, the impartiality of an individual or non-federal entity because their self-interest conflicts or may conflict with their duty and obligations to the public in performing a federally funded financial assistance agreement. COI also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such, for an applicant or contractor in competing for federal financial assistance.

Situations Requiring Disclosure: (1) Any COI described at 2 CFR 200.318(c)(1) including consulting fees or other compensation paid to employees, officers, agents of the subrecipient and/or members of their immediate families paid by procurement contractors or other subrecipients receiving federal funding under a subaward. (2) Any organizational COI described at 2 CFR 200.318(c)(2) between the subrecipient and procurement contractors or other subrecipients receiving federal funding under a subaward.

Timing & Content of Disclosure: Subrecipients must disclose any COI related to this agreement within 10 calendar days of discovery to DEQ’s Project Manager. All disclosures must be in writing preferably through email communication. In addition to describing the COI, subrecipients must also provide any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict.

Subrecipient Point of Contact (POC): This is the person designated to disclose and resolve any COI that may arise related to this subaward agreement. The Subrecipient POC must be an employee or officer of the Subrecipient or another entity (e.g. consultant or attorney) expressly authorized by the Subrecipient to speak on its behalf.

Name: _____ Phone: _____

Title: _____

Please check one of the following:

- The subrecipient has implemented a written policy of financial COI that is consistent with federal general procurement standards referenced herein. I certify that all individuals responsible for the application, design, implementation, administration, and/or monitoring of this agreement have made the required disclosures to DEQ in accordance with the subrecipient’s policy.

- The subrecipient has not implemented a written policy of financial COI. I certify that all individuals responsible for the application, design, implementation, administration, and/or monitoring of this agreement have made the required disclosures to DEQ in accordance with the situations, timing, and content of disclosure requirements listed above.

I certify that the information listed above is true, complete, and accurate to the best of my knowledge, and that I am an Authorized Organizational Official for the subrecipient.

Signature: _____

Email: _____

Date: _____ Name: _____

Title: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The applicant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title/Institution

Acknowledgement of Federal Audit Requirements for Federal Subrecipients

Subaward grant funds disbursed per this Agreement are considered federal financial assistance per the Single Audit Act (SAA) of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507 (2000) and moved and incorporated in 2014 into the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200, Subpart F – Audit Requirements. If a Subrecipient expends more than \$750,000 of federal funds (including, but not limited to those received as part of this agreement) in their fiscal year 2016 or later; then, the Subrecipient must have a single or program-specific audit conducted for that year in accordance with Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (§200.500-200.500.521). In such case, the Subrecipient must:

- Procure or otherwise arrange for the required audit in accordance with 200.509 Auditor selection, and ensure it is properly performed and submitted when due;
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with §200.510 Financial statements;
- Properly submit audit report in a timely fashion (§200.512):
 - The audit must be submitted within **thirty (30) calendar days** after the receipt of the auditor’s report **OR nine (9) months** after the end of the audit period, which is generally the Subrecipient’s fiscal year end.
 - The auditee must ensure timely submission of the data collection form and reporting package to the Federal Audit Clearinghouse (FAC) as described in §200.512 paragraphs (b) and (c) respectively.
 - Subrecipient must keep one copy of the data collection form and one copy of the reporting package on file for **three (3) years** from the date of submission to the FAC.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with §200.511, Audit findings follow-up, paragraph (c), respectively (as appropriate);
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Subpart F.

The Subrecipient recognizes that it is responsible for determining if the **\$750,000** threshold is reached, as appropriate, and if a SAA audit is required. Additionally, the Subrecipient must inform the Department, in writing, of any findings or recommendations pertaining to this agreement contained in any audits conducted by the Subrecipient. In such cases, the Subrecipient must also provide the Department with a copy of the audit.

Signature of Authorized Representative: _____ Date: _____

CONFLICT OF INTEREST CERTIFICATION

Sub-Grant#:
DWG-277-2023-28CAP

Subrecipient Name:
City of Hailey

A conflict of interest (COI) is defined as an actual or potential situation that undermines, or may undermine, the impartiality of an individual or non-federal entity because their self-interest conflicts or may conflict with their duty and obligations to the public in performing a federally funded financial assistance agreement. COI also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such, for an applicant or contractor in competing for federal financial assistance.

Situations Requiring Disclosure: (1) Any COI described at 2 CFR 200.318(c)(1) including consulting fees or other compensation paid to employees, officers, agents of the subrecipient and/or members of their immediate families paid by procurement contractors or other subrecipients receiving federal funding under a subaward. (2) Any organizational COI described at 2 CFR 200.318(c)(2) between the subrecipient and procurement contractors or other subrecipients receiving federal funding under a subaward.

Timing & Content of Disclosure: Subrecipients must disclose any COI related to this agreement within 10 calendar days of discovery to DEQ’s Project Manager. All disclosures must be in writing preferably through email communication. In addition to describing the COI, subrecipients must also provide any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict.

Subrecipient Point of Contact (POC): This is the person designated to disclose and resolve any COI that may arise related to this subaward agreement. The Subrecipient POC must be an employee or officer of the Subrecipient or another entity (e.g. consultant or attorney) expressly authorized by the Subrecipient to speak on its behalf.

Name: _____ Phone: _____

Title: _____

Please check one of the following:

- The subrecipient has implemented a written policy of financial COI that is consistent with federal general procurement standards referenced herein. I certify that all individuals responsible for the application, design, implementation, administration, and/or monitoring of this agreement have made the required disclosures to DEQ in accordance with the subrecipient’s policy.

- The subrecipient has not implemented a written policy of financial COI. I certify that all individuals responsible for the application, design, implementation, administration, and/or monitoring of this agreement have made the required disclosures to DEQ in accordance with the situations, timing, and content of disclosure requirements listed above.

I certify that the information listed above is true, complete, and accurate to the best of my knowledge, and that I am an Authorized Organizational Official for the subrecipient.

Signature: _____

Email: _____

Date: _____ Name: _____

Title: _____

CERTIFICATION REGARDING LOBBYING

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The applicant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title/Institution

Acknowledgement of Federal Audit Requirements for Federal Subrecipients

Subaward grant funds disbursed per this Agreement are considered federal financial assistance per the Single Audit Act (SAA) of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507 (2000) and moved and incorporated in 2014 into the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200, Subpart F – Audit Requirements. If a Subrecipient expends more than \$750,000 of federal funds (including, but not limited to those received as part of this agreement) in their fiscal year 2016 or later; then, the Subrecipient must have a single or program-specific audit conducted for that year in accordance with Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (§200.500-200.500.521). In such case, the Subrecipient must:

- Procure or otherwise arrange for the required audit in accordance with 200.509 Auditor selection, and ensure it is properly performed and submitted when due;
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with §200.510 Financial statements;
- Properly submit audit report in a timely fashion (§200.512):
 - The audit must be submitted within **thirty (30) calendar days** after the receipt of the auditor’s report **OR nine (9) months** after the end of the audit period, which is generally the Subrecipient’s fiscal year end.
 - The auditee must ensure timely submission of the data collection form and reporting package to the Federal Audit Clearinghouse (FAC) as described in §200.512 paragraphs (b) and (c) respectively.
 - Subrecipient must keep one copy of the data collection form and one copy of the reporting package on file for **three (3) years** from the date of submission to the FAC.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with §200.511, Audit findings follow-up, paragraph (c), respectively (as appropriate);
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Subpart F.

The Subrecipient recognizes that it is responsible for determining if the **\$750,000** threshold is reached, as appropriate, and if a SAA audit is required. Additionally, the Subrecipient must inform the Department, in writing, of any findings or recommendations pertaining to this agreement contained in any audits conducted by the Subrecipient. In such cases, the Subrecipient must also provide the Department with a copy of the audit.

Signature of Authorized Representative: _____ Date: _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: May 12, 2025

DEPARTMENT: Library

DEPT. HEAD SIGNATURE: Lyn Drewien

SUBJECT

Motion to approve Resolution 2025-____, authorizing signature on Library grant award from the Idaho Commission for Libraries Facilities Grant – Round Two for the Pod Project in the amount of \$16,995 to purchase one quad pod.

AUTHORITY: I.D. Code I.A.R. _____ City Ordinance/Code _____

BACKGROUND:

The Idaho Commission for Libraries (ICfL) awarded approximately \$175,000 in funding to recipients of the 2023 Facilities Improvement Grant. ICfL awarded Hailey Public Library \$16,995 for one quad pod. The grant period is April 15, 2025, through August 15, 2026.

This funding was approved at the federal level in 2021 and was distributed to ICfL in 2023 to fund two rounds of the Facilities Improvement Grant. Funds must be used to jointly and directly enable work, education, and health monitoring in communities with critical needs for the project.

HPL initially requested funding to purchase two four-person pods to complement the newly expanded computer space and provide a quiet workspace for individuals or for our reference librarians to assist patrons in a private, confidential setting. The grant was approved up to \$16,995 for the purchase of one quad pod and furniture.

Funding Source & Citation: *Capital Projects Fund CFDA # 21.029 (CPF) — Public Law 117-2.*

Title III Section 604 of the ARP Act (ARPA) established the Capital Projects Fund and provides \$10 billion for Treasury to make payments to States, Tribes, Territories, and Freely Associated States to carry out critical capital projects that directly enable work, education, and health monitoring including remote options in response to the public health emergency regarding COVID-19.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

____ City Attorney XX Clerk / Finance Director _____, Engineer XX, Mayor
____ P & Z Commission _____ Parks & Lands Board _____ Public Works XX Administrator

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve the library's grant contract for the Idaho Commission for Libraries Facilities Grant – Round Two for \$16,995 to purchase one quad office/meeting pod.

FOLLOW UP NOTES:

CITY OF HAILEY RESOLUTION 2025- ____

A RESOLUTION OF THE HAILEY CITY COUNCIL AUTHORIZING THE 2025 FACILITIES IMPROVEMENT GRANT AGREEMENT BETWEEN THE CITY OF HAILEY AND THE IDAHO COMMISSION FOR LIBRARIES (ICFL).

WHEREAS, Hailey Public Library has been awarded partial funding of \$16,995 from the 2025 Facilities Improvement Grant Program to purchase one Quad Pod for up to four people for work, study, or meetings in the library;

WHEREAS, this program is open to grantees who received an award in 2023 to support additional projects that complement, add to, or enhance the original projects;

WHEREAS, the purpose of the Facilities Improvement Grant is to build the institutional capacity of libraries to best serve their communities by updating, renovating, or constructing new facilities for public use;

WHEREAS, Hailey Public Library will purchase a quad pod to accommodate up to four persons for work, study, or meetings in the library;

WHEREAS, the term of this Agreement begins April 15, 2025, and concludes on August 15, 2026, or 60 days following the final expenditure.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho, that the Facilities Improvement Grant Agreement between the City of Hailey and the Idaho Commission for Libraries be approved.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2025.

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Grant Award Notification

Idaho Commission for Libraries

Grant Award Number: FACI 25-04

Award Recipient (Grantee): Hailey Public Library

Award Amount: \$16,995

Project Title: Pod Project

Grant Program: Facilities Improvement

Grant Period: April 15, 2025 - August 15, 2026, or 60 days following final expenditure, whichever occurs first.

Grant Status: Approved for Partial Funding (See Partially Approved Applications section for approved and unapproved elements)

Contact Information:

Idaho Commission for Libraries (ICfL)	
Development Services Program Supervisor Talela Florko talela.florko@libraries.idaho.gov (208) 639-4164 325 W. State St. Boise, ID 83702	Grants/Contracts Officer Jamie Thill jamie.thill@libraries.idaho.gov (208) 639-4153 325 W. State St. Boise, ID 83702
Authorizing Official: Stephanie Bailey-White, State Librarian stephanie.bailey-white@libraries.idaho.gov (208) 639-4145 325 W. State St. Boise, ID 83702	
Grantee	
Hailey Public Library Hailey Public Library Street Address: 7 W Croy St City: Hailey State / Province: ID Postal / Zip Code: 83333	Contact Name: Lyn Drewien, Library Director lyn.drewien@haileypubliclibrary.org (208) 7882036 Authorizing Official/Library Director (if different): ,

ICfL Authorizing Official Signature:

Grantee Authorizing Official Signature:

Stephanie Bailey-White, State Librarian

Partially Approved Applications

If the project plan in the Grantee's application was approved for partial funding, instead of full funding, the allowable and non-allowable project elements will be listed below. If the Grantee's application was approved for full funding, the areas below will remain blank.

Approved Project Elements. The following project elements are approved for funding under this grant Agreement.

- a. Grant funds of up to \$16,995.00 may be used for the following project elements:
 - i. One Quad Pod for up to four people for work/study/meetings

Unapproved Project Elements. The following project elements are NOT approved under this grant Agreement.

- i. A second Quad Pod for up to four people for work/study/meetings

Idaho Library Facilities Grant Application 2025

I. Program Overview

The 2025 Facilities Improvement Grant will offer public libraries awards ranging from \$5,000 to \$50,000 to construct, improve, and repair library buildings to meet a critical community need and to jointly and directly enable work, education, and health monitoring. This program is open to grantees that received an award during the 2023 Facilities Improvement Grant application cycle. The program is intended to support projects that complement, add to, or enhance the original projects undertaken by grant recipients. Grant funds are not intended to solely cover cost overages from the original grant project.

This program is administered by the Idaho Commission for Libraries (ICfL) and is made possible with funds from the U.S. Department of the Treasury through the Coronavirus Capital Projects Fund (CPF). The CPF was authorized by section 9901 of the American Rescue Plan Act of 2021, Public Law 117-2, enacted on March 11, 2021. The CPF aims to carry out critical capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the Coronavirus Disease (COVID-19). Within the CPF program, funds provided to libraries are considered to be part of the Multi-Purpose Community Facility Project tier of awards. The assigned federal Assistance Listing Number (ALN) for the CPF is 21.029. The Federal Award Identification Number (FAIN) for the award to the State of Idaho is CPFFN0170.

II. Program Goals

- A. Build the institutional capacity of libraries to best serve their communities by updating, renovating, or constructing new facilities for public use.
- B. Strengthen the role of libraries and library staff as community educators and community connectors by improving access to work, education, and health monitoring spaces and services.
- C. Address demonstrated critical needs within Idaho communities by improving access to work, education, and health monitoring.

III. Definitions

Work: Activities to help community members engage in employment, search for employment, and/or develop the requisite skills and knowledge to become employed (e.g., participate in career counseling programs, workforce training programs, as well as gain access to internet websites to search for and apply to jobs).

Education: Activities to acquire knowledge and/or skills, undertaken as part of a person's participation in school, an academic program, extracurricular program, social-emotional development program for students or youths, internship, or professional development program, or in another educational environment.

Health Monitoring: Services to monitor an individual's health, including with respect to either physical or behavioral health.

IV. Eligibility

This grant is open to tax-funded public libraries in Idaho, as defined in Idaho Code Title 33 Chapters 26 (city libraries) and Chapter 27 (district libraries). Libraries must be open to and serve the general public. Libraries, or their parent entity (city/county), must also obtain a 12-character Unique Entity

Identifier (UEI) number from the federal SAM website (<https://sam.gov>) to receive federal grant funds. This UEI number must remain active for the duration of the grant award.

Libraries must have received a Facilities Improvement Grant award in 2023 from the Idaho Commission for Libraries to apply for the 2025 grant.

V. Key Dates

Grant Period: April 15, 2025 - August 15, 2026, or 60 days following final expenditure, whichever occurs first.

Interim Reports Due: Quarterly (September 30, December 31, March 31, June 30)

Reports are due on the final day of the quarter and should reflect activity occurring during that quarter. For example, activity occurring between October 1 and December 31, should be reflected in the quarterly report submitted by December 31. The first quarterly report will be due June 30, 2025.

Final Report Due: 90 days following the final expenditure, or November 15, 2026, whichever occurs first.

VI. Program Requirements

A. **Award Summary.** Libraries will be awarded grants ranging from \$5,000 to \$50,000. No project costs in excess of the total amount awarded shall be reimbursed by the ICfL.

B. **Required Activities.** The library agrees to:

1. Improve, repair, expand, or construct library facilities to jointly and directly enable work, education, and health monitoring. The project should compliment, add to, or somehow enhance the work completed with the first Facilities Improvement Grant awarded to the library in 2023.
2. Ensure the facility project is substantially complete by August 15, 2026, which means the project can fulfill the primary operations it was designed to perform; delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational.
3. Retain ownership of the facility for at least five years following completion of the project and ensure it is available for public access and use during that time.
4. Budget and plan for the ongoing maintenance and operation costs of the facility to ensure that the facility is sustained and operational using Grantee funds following the grant period.

C. **Allowable Expenses.** A grantee may only use program funds for allowable costs, as defined in the federal grant funds Uniform Guidance (2 C.F.R. Part 200, Subpart E), which includes the requirement that costs be reasonable and necessary for the accomplishment of program objectives.

The following is an abbreviated list of allowable grant expenses. It is not intended to be exhaustive or exclusive. Applicants should contact the ICfL if they are unsure if their proposed idea/expenditure is allowable. Eligible costs must be incurred after the award notification and during the grant period.

1. Repair, rehabilitation, construction, and facility improvement costs to jointly and directly enable work, education, and health monitoring. Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
2. Acquisition of real property (purchasing or acquiring land or buildings). The acquisition or purchase of land and buildings (facilities). Real property means land, including land

improvements, and structures, but excludes moveable machinery and equipment.

3. Permitting, planning, architectural design, engineering design, and work related to environmental, historical, and cultural reviews. Projects must comply with applicable federal environmental laws. Generally, projects eligible for this funding source will not need to undergo environmental compliance review.

4. Acquisition of equipment or supplies. Office equipment or materials/supplies to make the space operational. Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost of at least \$10,000. Supplies are tangible personal property other than equipment, with a per-unit cost less than \$10,000.

5. Preproject development occurring after the grant award notification. Data gathering, feasibility studies, community engagement and public feedback processes, equity assessments and planning, and needs assessments.

6. Ancillary costs necessary to operationalize and put assets to full use. Expenses necessary to make the space fully functional for work/education/health monitoring, including programming expenses.

7. Compensation. Compensation for personal services including wages and salaries paid for services of employees rendered during the period of performance under the award. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this award. The total compensation for individual employees must be reasonable for the services rendered and comparable to rates paid for similar work in the local labor market. Grant funds may only be used for hours worked to carry out the project in excess of the number of hours included in the Grantee's operating budget for the position.

8. Fringe Benefits. Fringe benefits are provided to employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. Fringe benefits are allowable if they are reasonable and are required by the employment agreement, or an established policy of the organization. The costs must be equitably allocated to the award based on the number of personnel hours charged to the grant. The costs of employer contributions for social security, employee life, health, unemployment, and worker's compensation insurance; pension plan costs; and other similar benefits are allowable as long as they are allocated according to time spent on the project.

9. Professional Services. Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not employees of the entity. Contracted professionals and consultants are 1099 contractors who are not employees on the organization's payroll.

10. Costs associated with monitoring of and reporting on projects in compliance with US Dept. of the Treasury requirements, including award closeout costs.

D. Non-Allowable Expenses. The following is an abbreviated list of non-allowable grant expenses. It is not intended to be exhaustive or exclusive. Applicants should contact the ICfL if they are unsure if a cost is allowable. The following items are not allowable grant expenses:

1. Pre-award costs incurred prior to the grant period (i.e., prior to April 15, 2025). Costs incurred before the grant period begins are not allowable even if the invoice is received during the grant performance period. The grant may only be used for costs incurred during the grant performance period.

2. Capital expenditures related to the purchase of a vehicle.

3. Grantee general operating expenses, other than grant administration costs.
4. Short-term operating leases.
5. Debt. Payment of interest or principal on outstanding debt instruments, or other debt service costs. Fees or issuance costs associated with the issuance of new debt.
6. Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding.
7. Costs to support or oppose collective bargaining.
8. Advertising or publicity not related directly to the grant project and its implementation.
9. Promotional items and memorabilia, including models, gifts, and souvenirs.
10. Food and beverages.
11. Entertainment.

E. Payment Schedule and Funding Availability.

1. The ICfL will disburse funds to grantees as they incur costs. To draw funds, the grantee must submit a draw request form, signed by the organization's authorizing official or library director, to the ICfL in order to receive payment. Draw request forms may include the expenses anticipated for a two month period. To allow time for the ICfL to draw funds from our federal funding partner, we recommend submitting draw request forms about one month before funds will be needed.
2. Any unspent funds, or funds spent on unallowable costs, must be returned to the ICfL at the end of the grant period.
3. Disbursement of awards is conditional upon ICfL's receipt of CPF funds from the U.S. Department of the Treasury. If CPF funds become unavailable to the ICfL for any reason, the ICfL reserves the right to delay or withhold further payments from awarded libraries. The ICfL will notify awarded libraries in writing if funding becomes unavailable for any reason.

F. Reporting Requirements. The grantee agrees to:

1. Document grant expenditures through receipts, payroll reports, accounting system reports, and/or paid invoices. Spending documentation must be submitted with the final report. Any grant funds not accounted for through documented spending must be returned to the ICfL. The ICfL reserves the right to audit or review grant expenditure records at any time during the grant period.
2. Collect program data required by the ICfL or our funding partner, the U.S. Department of the Treasury. Submit information with quarterly and final reports.
3. Submit quarterly reports by the last day of the quarter (September 30, December 31, March 31, June 30). Quarterly reports will include a brief progress report/project update and financial report. Reports are due on the final day of the quarter and should reflect activity occurring during that quarter. For example, activity occurring between October 1 and December 31, should be reflected in the quarterly report submitted by December 31. The first quarterly report will be due June 30, 2025.
4. Submit final report within 90 days following the final grant expenditure, or by November 15, 2026, whichever occurs first. The final report will include narrative questions, relevant program data collection, and a financial report including spending documentation.

G. Records Retention and Access. The grantee must retain grant records for a period of five (5) years following the end of the award period. Records include the grant application/agreement, award letter, correspondence, reports, financial records, and receipts. The grantee agrees to provide access to grant records at any time during the grant period for an audit, inspection, or other investigation by the ICfL, its representative, the US. Department of the Treasury Inspector General, or Government Accountability Office, for the purpose of audit, inspection, or any other investigation. This includes providing timely access to personnel for the purpose of interview and discussion related to grant documents.

H. False Statements. Making false statements or claims in connection with this award (such as falsifying financial or progress reports) is a violation that may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

I. Acknowledgement. This grant is administered by the Idaho Commission for Libraries and was made possible by the U.S. Department of the Treasury Capital Projects Fund. Please acknowledge these funding sources in signage, brochures, websites, press releases, public events, etc., funded by this grant. The assigned federal Assistance Listing Number (ALN) for the CPF is 21.029. The Federal Award Identification Number (FAIN) for the award to the State of Idaho is CPFFN0170. Any publication produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number CPFFN0170 awarded to the State of Idaho by the U.S. Department of the Treasury."

J. Transparency. Grant recipients are subject to Idaho Code §§ 74-101 through 74-126 (Public Records Act), Idaho Code §§ 74-201 through 74-208 (Open Meetings Law), Idaho Code §§ 74-401 through 74-406 (Ethics in Government Act), and any other laws applicable to grantees as Idaho public entities.

K. Idaho Procurement Laws. Grant recipients agree to follow applicable State of Idaho procurement laws for obtaining goods and services, including but not limited to:

1. Idaho Code Title 67, Chapter 28; Purchasing by Political Subdivisions
(<https://legislature.idaho.gov/statutesrules/idstat/title67/t67ch28/>)
2. Idaho Code Title 54, Chapter 19; Public Works Contractors
(<https://legislature.idaho.gov/statutesrules/idstat/title54/t54ch19/>)
3. Idaho Code 67-2320; Professional Service Contracts with Design Professionals, Construction Managers and Professional Land Surveyors
(<https://legislature.idaho.gov/statutesrules/idstat/Title67/T67CH23/SECT67-2320/>)
4. Idaho Code Title 67, Chapter 92 – The State Procurement Act (if applicable)
(<https://legislature.idaho.gov/statutesrules/idstat/Title67/T67CH92/>)

L. Strong Labor Practices in Construction. The following is guidance from the US Department of the Treasury. It is important that investments in capital projects be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Projects funded by the Capital Projects Fund must comply with all applicable federal laws and regulations, and with all requirements for state, local, and Tribal laws and ordinances to the extent that such requirements do not conflict with federal laws.

While the federal Davis-Bacon Act prevailing wage rate requirements do not apply to projects funded solely by the Capital Projects Fund program, except for Capital Projects Fund-funded construction projects undertaken by the District of Columbia, the U.S. Department of the Treasury encourages recipients to ensure that capital projects incorporate strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes

or workplace injuries. Treasury further encourages recipients to prioritize employers (including contractors and subcontractors) without recent violations of federal and state labor and employment laws as a further measure that may minimize project disruptions and delays.

Among other requirements contained in 2 C.F.R. 200, Appendix II, all contracts made by a subrecipient in excess of \$100,000 that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

Further, the U.S. Department of the Treasury encourages recipients to prioritize in their procurement decisions employers who can demonstrate:

- Their workforce meets high safety and training standards, including professional certification, licensure and/or robust in-house training;
- Prioritization in hiring of local workers and/or workers from historically disadvantaged communities;
- Direct employment of their workforce, or policies and practices in place to ensure contractors and subcontractors meet high labor standards; and
- No recent violations of federal and state labor and employment laws.

As an authorized representative, I agree that the applicant will adhere to the program requirements if approved for this program.

I agree

VII. Federal Certifications and Assurances

This program is administered by the Idaho Commission for Libraries (ICfL) and was made possible with funds from the U.S. Department of the Treasury. Grantees receiving this award must agree to comply with the following federal regulations.

Nondiscrimination

The Grantee will ensure that it does not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities:

A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and the Department of the Treasury's implementing regulations, 31 C.F.R. part 22, 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 disability;

C. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1861 et seq.), and the Department of the Treasury's implementing regulations, 31 C.F.R. part 28, which prohibits discrimination on the basis of sex in education programs;

D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the Department of the Treasury's implementing regulations at 31 C.F.R. part 23, which prohibits discrimination on the basis of age for programs or activities receiving federal financial assistance.

Uniform Administrative Requirements

Use of federal grant funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 C.F.R. 200. Grantees agree to use funds for allowable expenses identified by the Uniform Guidance, in accordance with the allowable expenses identified for this specific grant program.

UEI Number in SAM

The Grantee is required to obtain and maintain a Unique Entity Identifier number as a universal identifier for federal awards in the System of Award Management (SAM.gov), 2 C.F.R. 25, for the duration of the award period.

Reporting Subaward Information

The ICfL is required to report federal sub-awards totaling \$30,000 or more as part of the Reporting Subaward and Executive Compensation Information regulation, 2 C.F.R. 170., as required by the Federal Funding Accountability and Transparency Act of 2006. The ICfL will report sub-awards by the end of the month following the month in which the sub-award was made at the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) <https://www.fsrs.gov/> website.

Debarment and Suspension

The Grantee shall comply with C.F.R. part 180, and the U.S. Department of the Treasury's implementing regulation, 31 C.F.R. 19. The Grantee agrees that neither it, nor any of its principals:

- A. Are presently excluded or disqualified;
- B. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period;
- C. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. §180.800(a); or
- D. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the Grantee is unable to agree to the statements in this certification, the authorized representative shall attach an explanation.

The Grantee is required to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. 19.

Contract Work Hours and Safety Standards

All contracts made by a subrecipient in excess of \$100,000 that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. 5). See 2 C.F.R. 200, Appendix II for further information.

Prohibition Against Lobbying, Publicity, and Propaganda

In accordance with Federal appropriations law, no funds provided through this grant or contract may be

used for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government. No funds may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.

New Restrictions on Lobbying / Certification Regarding Lobbying Activities

For Grantees entering into a grant or cooperative agreement in excess of \$100,000 (as required by 31 U.S.C. § 1352 and 31 C.F.R. 21), the Grantee agrees that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the authorized representative, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as provided in 31 U.S.C. § 1352) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The authorized representative shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S.C. § 1352.

Contract Provisions

All contracts made by the Grantee under this federal award, as applicable, must contain the contract provisions required under 2 C.F.R. 200, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, the Grantee must ensure that all contracts in excess of \$10,000 address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Conflicts of Interest in Procurement

In addition to following documented procurement procedures, consistent with state and local law, conflicts of interest involving procurement selections should be avoided, pursuant to the procurement standards set forth in the federal grant Uniform Guidance (2 C.F.R 200.318c). The Grantee shall disclose potential conflicts of interest to the ICfL in writing in accordance with 2 C.F.R. 200.112. The Grantee acknowledges 2 C.F.R 200.318c :

A. The non-Federal entity [Grantee] must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award,

or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

B. If the non-Federal entity [Grantee] has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment.

Award funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 C.F.R. 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Domestic Preferences in Procurement

To the extent practicable and consistent with applicable law under the award, the grantee will provide a preference for procurement or use of goods, products, or materials produced in the United States as described in 2 C.F.R. 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers.

Federal Property Standards

The grantee agrees that any equipment, supplies, or real property purchased, or in the case of real property, improved, using award funds will be used for the purpose and in the manner described in the approved project plan, and is subject to the federal grant Uniform Guidance, including the requirements described in 2 C.F.R. 200.311 Real Property; 2 C.F.R. 200.313 Equipment; 2 C.F.R. 200.314 Supplies; and 2 C.F.R. 200.315 Intangible Property, as applicable.

Whistleblower Protection

In accordance with 41 U.S.C. 4712, the Grantee may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- B. An Inspector General;
- C. The Government Accountability Office;
- D. A U.S. Department of the Treasury employee responsible for contract or grant oversight or management;
- E. An authorized official of the Department of Justice or other law enforcement agency;
- F. A court of grant jury; and/or
- G. A management official or other employee or the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

The Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Preventing Fraud, Waste, Abuse, and Mismanagement of Funds

Grantees should develop and implement preventative measures and process to decrease the risk of fraud, waste, abuse, and mismanagement of grant funds. Examples of ways to reduce the misuse of funds include:

- o Examine existing operations and internal controls to identify if they are vulnerable to fraud. Examples of vulnerabilities include:

- Lack of separation of duties.
- Unclear authorization for transactions.
- Outdated or ineffective accounting systems.
- Improperly collected and stored documentation.
- Incomplete, unclear, or not implemented conflict of interest policies.

- o Implement fraud prevention measures and have regular trainings to educate staff and volunteers on risks.
- o Review and test internal control systems regularly for vulnerabilities and areas of improvement.
- o Verify that all financial and progress reports are sufficiently supported with the required documentation.
- o Develop and implement procurement processes that are reasonable, fair, and transparent.
- o Conduct monthly bank reconciliations to identify errors or irregularities in bank statements and detect fraud.

Grantees shall notify the ICfL if they identify illegal activities, irregularities, or potential fraudulent actions relating to this grant. Examples of activities that should be reported are conflict of interest situations, records that have been falsified, fabricated reports, or other misuse of assets and funds. Grantees or individuals may also report suspected fraud, waste, abuse, and mismanagement of federal funds to the Government Accounting Office (GAO) at <https://www.gao.gov/about/what-gao-does/fraud>, (800) 424-5454, or by mail at 441 G Street N.W., Mail Stop 4T21, Washington, DC 20548

Increasing Seat Belt Use

Pursuant to Executive Order 13043, 62 FR 19217, the Grantee should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225, the Grantee should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

As the authorized representative, I hereby certify to the best of my knowledge and belief, that the applicant is in compliance with the above federal assurances and certifications.

I agree

I. Application Instructions

Application Instructions:

The online application must be completed in one sitting and cannot be saved for completion at a later time. We suggest drafting responses in a separate document prior to completing the online form. The application must be signed and submitted with an electronic signature on or before March 15, 2025 at 11:59 p.m. MT.

For more information about this program please see the grant webpage at <https://libraries.idaho.gov/facilities-capital-improvements/>. If you have questions about the grant program, application, or review process please contact the Idaho Commission for Libraries:

- Talela Florko, Development Services Program Supervisor, talela.florko@libraries.idaho.gov, (208) 639-4164
- Jamie Thill, Grants/Contracts Officer, jamie.thill@libraries.idaho.gov, (208) 639-4153

II. Selection Process

Applicant responses will be scored using a rubric that assesses demonstrated need, project quality, risk, community accessibility, future operational sustainability, and population characteristics attained through the digital divide index score. A total of 100 points will be available based on the questions in the application. Regardless of an applicant's overall score, the review committee retains the right to reject a project proposal due to extenuating concerns, especially with regard to project eligibility or risk.

The following are the general rating areas and the pertinent application questions where the scoring information can be found:

A. Demonstrated Need (30 Points) (Questions 3, 4, 5). Score will be assigned based on the extent to which the proposed project is in response to both community and library needs.

The community being served by the project has a critical need for the project with regard to:

- needs brought about by, exacerbated by, or made apparent by the COVID pandemic;
- availability (or lack) of resources in community related to work, education, health, or related services, and;
- specific needs of underserved, historically disadvantaged, or vulnerable populations.

AND

The library cannot adequately meet these needs due to facilities that are limited in size, scope, and/or functionality.

B. Project Quality (30 Points) (Questions 1, 2, 6, Budget). Score will be assigned based on the extent to which the proposed project is appropriate and well-conceived:

- The project is appropriate to meet the critical community AND library needs described by the applicant.
- The project will jointly and directly enable all three areas of work, education, and health monitoring.
- The expenses outlined for the project and paid for with grant funds are applicable, reasonable, and necessary.

C. Project Risk (30 Points) (Questions 7, 8, 9, 10, Budget). Score will be assigned based on the extent to which the project is likely to succeed, meaning it can be carried out and completed within budget and on time:

- The library has the capacity to carry out the project, including the appropriate staff and systems to oversee and manage the grant and the project.
- The applicant understands the scope and nature of the project and has done their due diligence in ensuring it can be substantially completed by August 2026.
- The applicant has secured, or is very likely to secure, any additional funds necessary to substantially complete the project by August 2026.

D. Project Access & Sustainability (10 Points) (Questions 11, 12, 13, Assurances). Score will be assigned based on the extent to which (1) the project can be accessed by the community and (2) the library has the means to sustain a reasonable level of services related to the project in the future.

III. Agreement Instrument

Official award notifications will be signed by the ICfL authorizing official, the State Librarian, or alternate assigned official. The completed application signed by the applicant, along with the official award notification signed by the ICfL authorizing official, will serve as the agreement/contract for this grant.

The grantee's responses submitted through this application will be used as their proposed project plan for the grant agreement. After the grant agreement has been signed by both parties, changes to the grantee's project plan must be approved in writing by the ICfL.

IV. Applicant Information

Library Name: Hailey Public Library

Branch Name (if applicable): Hailey Public Library

Mailing Address: 7 W Croy St
Hailey, ID, 83333

UEI Number from SAM - 12 Characters:

VQGYGULKZM44

Person submitting this application:

Preparer's Name: Lyn Drewien
Preparer's Title: Library Director
Preparer's Email Address: lyn.drewien@haileypubliclibrary.org
Preparer's Phone Number: (208) 788-2036

V. Application Questions

Executive Summary

Proposed Project Title: Pod Project

1. Provide a high-level overview of your project. Please include a summary of the project you propose to carry out, including a general timeline and anticipated end results. Your response should focus on describing the project so that the review committee understands what you plan to do. You will have an opportunity to explain why this project is necessary later in the application. (75 - 200 words required)

HPL hopes to purchase two four-person pods to complement the newly expanded computer space and provide a quiet workspace for our reference librarians to meet with individuals to assist them in a private, confidential setting. The second space will be available to individuals who need a meeting space for up to four persons. Patrons rely on the library for various reasons, particularly for our tech services, including computer access, printing, and scanning services to complete job applications, file legal paperwork, create accounts online, connect with friends and family on social media and email, communicate online for business purposes, complete online homework assignments, etc. These flexible units will fit our community's growing needs without the need for expensive, time-consuming, and intrusive remodeling.

If awarded, the expected timeline is two – to four months after funding is disbursed. The additional private spaces will elevate our service capabilities and provide a safe and secure place for our patrons to complete tasks, study, and perform various projects.

2. How will this project jointly and directly enable all three required activities of work, education, and health monitoring? Please visit the grant website for more details on work, education, and health monitoring. (200 - 400 words required)

Since COVID-19 dramatically changed libraries, the library has been working towards meeting the needs of work, education, and health monitoring. Since 2020, we've built and equipped a telehealth space, added two public meeting spaces, and acquired new furniture that better addresses work and study needs and the new social activities that happen in the library.

The addition of the two four-person pods and the two-person pod paid for by the Friends will significantly reduce the pressure we feel of accommodating individuals looking for quiet, private, safe, secure spaces for work, study, and completing tasks that require access to computers, printing, and scanning. Staff spend as much time accommodating our patrons with space, computers, and logistics as they do assisting with books and more traditional library services.

The additional pod space will greatly reduce inadequate accommodations, alleviate the pressure on staff, and better address the needs of our library patrons who look to the library for space and other services. Our telehealth space will be completely dedicated to appointments and providers who schedule time at the library; our librarians will be more focused on assisting patrons with paperwork that might range from filling out legal documents, looking or applying for a job, opening an account online, creating a new email, joining social media or for any reason that our patrons reach out for our services, especially our underserved and vulnerable populations.

Needs Assessment

Please refer to the definition for “Critical Need” when responding to the needs assessment questions:

Critical Need - Communities with a critical need for the project include those that do not currently have access to the resources or services that would be provided by the proposed project, whether because of the physical absence or insufficiency within the community, or because access to the resources/services are not affordable, resulting in impediments to participation in work, education, and health monitoring.

3. Community Need. Demonstrate that your community has a critical need for this project by responding to each of the following four questions. (1) What critical needs in your community were created, exacerbated, or made apparent as a result of the COVID pandemic? (2) What critical needs exist in your community around the areas of work, education, health, or related services? (3) Who are the underserved, historically disadvantaged, and/or vulnerable members of your community? (4) What specific needs do these groups have that are currently not being addressed in the community? (200 - 800 words required)

Despite the unaffordability of housing, inaccessible healthcare, high childcare costs, and the lack of senior housing, this valley continues to draw unusually high numbers of people. This paradox creates other economic crises as unskilled workers, second language learners, and workers without basic needs like shelter and food attempt to navigate the system to care for their families. The workarounds include long commutes from neighboring counties or temporary, sometimes unsafe, or inadequate living situations.

The Idaho Department of Labor closed its valley offices, so no unemployment assistance is available other than contacting them via email or telephone or traveling to the nearest office in Twin Falls, 75 miles away. Without the Department of Labor, there are no job training courses, career counseling, or job search assistance. Often, the people who need the most help do not have basic computer skills or an understanding of the English language cadence to find information or navigate websites.

The lack of accessible and affordable healthcare is equally concerning. Nearly 18% of city residents do not have any health insurance, and in Blaine County, that number is slightly higher overall.

Blaine County appears to be more broadband-connected than other regions of Idaho, but availability doesn't always equate to accessibility. Non-digital natives, non-native English speakers, and persons living in temporary housing situations struggle with access and lack adequate skills to complete forms, tasks, or other jobs that are only available online.

Affordable housing – reasonable rents and long-term sustainable housing is

(c) Who are the underserved, historically disadvantaged, and/or vulnerable members of your community.

Seniors, immigrants, English language learners, domestic violence survivors, unattended kids, persons without access to healthcare, homeless individuals, and families.

Blaine County often conjures an image of affluence and privilege. Indeed, our valley is a vibrant, diverse and active community that enjoys many advantages exclusive to our area. It, however, belies real truths that:

- 12% of Hailey's population live below the poverty line, a figure higher than for all of Idaho
- The Hunger Coalition distributes approximately 500 meals each week to food-insecure families – up over 200% from pre-COVID
- 6,316 food baskets were distributed by the Hunger Coalition in 2022
- Hailey has the eighth-highest grocery costs in the nation
- One in four Blaine County residents is considered obese
- Idaho ranks among the top ten states for suicide, and Blaine County ranks high in the state
- Blaine County ranks number one in Idaho for alcohol consumption & drug use
- 18.6% of Hailey residents go without health insurance – this accounts for nearly one in five Hailey residents
- Fuel costs are typically 10-12 percent higher in the valley than anywhere else in Idaho
- The Advocates provided nearly 3,200 shelter nights to women & children in 2024
- The Advocates provided free counseling vouchers to 699 women and children in 2024
- The Advocates offered 5,700 hours of free legal services to women in 2024

- The Senior Connection prepared 34% more meals during COVID-19
- In 2024, the Senior Connection served a total of 21,000 meals to seniors, of which 12,940 were delivered via the Meals on Wheels program
- the library provided 586 books via the HomeBound Program in 2022

According to the July 1, 2022 census numbers, Hailey's Latino population exceeds 31%, and over 22% of this demographic is foreign-born.

- Hailey housing values reached an all-time high in 2023; the median home price for a single-family home is \$749,000, and \$413,000 for condos.
- Rents continue to rise, and family-sized housing units often list at \$3,000 or above. The city of Hailey has seen an increase in "affordable" housing units since 2022, but many remain unfilled due to the high rent.
- The College of Southern Idaho closed its satellite campus in Hailey during COVID-19, leaving many students without access to convenient college courses or testing facilities.
- When asked in a survey conducted by the Advocates, the number one request from teens was a dedicated space to hang out.

4. Library Need. Explain why your library has a need for this project. What are the current shortcomings of your existing space? How do these limitations prevent you from serving your community? (200 - 800 words required)

Since the Hailey Public Library moved to its current location in 1993, the population of Hailey has more than tripled, and population projections indicate it will double in the next 20 years. By necessity, the library has gradually grown into an adjoining space formerly occupied by Hailey City Hall, now the children's library. City Hall occupies the second floor except for two offices reserved for library staff. The building was not designed for a library, but throughout its one-hundred-year history, it had housed a hardware store, the hospital, and a grocery store just before the City purchased it. Interior walls currently cut off spaces from each other that should be open, and the building's abundant natural light is blocked from many areas. Because these areas are not welcoming and because of their impractical layout,

these spaces are under-utilized or unutilized. Traffic paths through the library are indirect and confusing for patrons. The library needs an improved layout that establishes clear, functional traffic flow, better accessibility to all areas, more efficient use of space, and welcoming, well-lit spaces for patrons.

The downtown location is ideal, and the library space has generally met the needs of our community over the past three decades. It is a prominent building in the downtown core, convenient for our patrons, and easily accessible by vehicle, bike, walking, or bus.

With COVID's arrival, however, the use of the library changed dramatically, and we are seeing a new kind of library user. It used to be that our patrons came and went: browsing, picking out books, attending storytime, checking their emails, and going about their way. Nowadays, our patrons utilize our space for work, study, social time, meetings, conferences, and a location to meet up with family or friends who may be shopping, working, etc. Several businesses in the downtown core also offer a variety of sports classes, such as jiu-jitsu, and the library's location makes it a great pick-up and drop-off place for parents.

During COVID, the library was one of few places fully open to the public, filling a considerable void during the three-year pandemic. This usage has continued because it is centrally located, convenient, versatile, accommodating, and freely accessible.

As our community learns about the library's many resources, advantages, and availability, we have seen a significant uptick in library users, cardholders, and program attendees.

During the pandemic, we removed virtually all furniture and seating made from cloth fabric, the majority of our furnishings. We also disposed of old and outdated, uncomfortable chairs that probably should have been gone long ago. To meet the increasing demand for patron workspace and seating, we have been pulling tables and chairs from the basement, bringing items from our homes, and doing lots of thrift store shopping. It is not sustainable, nor is it a safe, healthy approach. The space in the main library has been problematic due to plumbing issues that resulted from a leak in the second-floor restrooms, which destroyed several hundred books and damaged dozens more. With a section of our library left unoccupied, we are constantly working to provide enough seating and workspace for our patrons.

The library recently received funding from a local foundation to purchase single pods. The response

has been overwhelmingly positive and prompted us to consider larger pods to meet the needs of our patrons in a more expanded way. The cost of construction and the difficulty of securing a contractor is eliminated with the pods. The pods are easy to construct and movable. We can relocate them for a program or permanently, if necessary.

5. How does this project address the critical community and library needs described in the previous questions? What is the connection between the needs previously described and the project being proposed. (200 - 500 words required)

Since COVID-19 dramatically changed libraries, the library has been working towards meeting the needs of work, education, and health monitoring. Since 2020, we've built and equipped a telehealth space, added two public meeting spaces, and acquired new furniture that better addresses work and study needs and the new social activities that happen in the library.

The addition of the two four-person pods and the two-person pod paid for by the Friends will significantly reduce the pressure we feel of accommodating individuals looking for quiet, private, safe, secure spaces for work, study, and completing tasks that require access to computers, printing, and scanning. Staff spend as much time accommodating our patrons with space, computers, and logistics as they do assisting with books and more traditional library services.

The additional pod space will greatly reduce inadequate accommodations, alleviate the pressure on staff, and better address the needs of our library patrons who look to the library for space and other services. We love that people are using the library all day, every day, but we are concerned that if we cannot keep up with their needs, they will look elsewhere. We are especially concerned for our more vulnerable and underserved patronage who do not have other affordable alternatives.

Detailed Project Description

6. Describe what the library will do with the grant funds being requested. This should be a narrative description of how grant funds will be spent and why those expenses are necessary. (200 - 800 words required)

The grant funds will be used to purchase two four-person sound-proof pods that provide privacy and a quiet space for one-on-one meetings with librarians to complete paperwork. The library is busy throughout the day, and finding private space to work, study, or meet online can be difficult, if not impossible.

Our library space is one hundred years old and doesn't fit the needs of twenty-first-century library users. The pods provide a flexible, comfortable, and private space for our patrons to utilize the library to meet their needs. Our library is one of the only resources in town that provides affordable or free services for patrons to obtain access to computers, printing, and scanning, along with private places to work, complete forms, do homework, and conduct online or in-person meetings. The pods will relieve the demand for private space and allow us to accommodate telehealth users, provide convenient proctor times for online and remote students, and keep our larger meeting rooms more available for individuals or members of our business community to take advantage of our conference spaces or meeting with clients in a private, secure, safe public space. The library is not so quiet anymore, but we have many patrons who still require that type of atmosphere, and the pods will meet those needs.

7. Project Timeline. Describe the timeline for your project and demonstrate that your project will be substantially complete and operational by August 2026. Substantial completion is defined as the date for which the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational. (100 - 500 words required)

If awarded this grant, we will order the four-person pods right away. We've received estimates from two different companies who will guarantee these prices for 45 days. We have identified a third option that can equally fulfill our needs, if necessary. We expect this project to be fully operational and available to end users within 2-4 months of receiving the funding. This timeframe allows for supply chain or shipping delays, too. We've already completed the necessary power upgrades and locations for the pods. Once the shipments are received, it will only take a few hours to assemble the pods and put them in place.

Project Management and Risk Assessment

8. Describe your library's capacity to manage this project, including financial management, project oversight, and compliance/reporting. Please be as specific as possible, including details about your library's accounting practices and systems, where applicable. Include a list of the primary library staff (and/or board members or volunteers) who will be overseeing, coordinating, or otherwise working on this project. (100 - 500 words required)

Hailey Public Library regularly receives grant funding and considers financial management and project oversight as crucial as writing and receiving the grant. Regardless of the grant amount, each is managed the same. All documentation is maintained in an electronic grant file containing the application, requirements, deadlines, emails, and notification of grant awards. Important dates, reminders, and tasks are added to the grant calendar. When paid, expenses are coded to a specific grant job number and uniquely identified in financial reports within Caselle, the financial platform for the City of Hailey. We also track income and expenses in an Excel report and copies of the purchase orders created in Caselle, the City of Hailey's accounting platform.

Staff who will be involved in this project are:

Lyn Drewien, Library Director – Grant Administrator – bookkeeping, reporting, and compliance

Lee Dabney, Assistant Director – oversees the selection and purchase of the grant materials

Laura Primrose, Reference Librarian – provides input for location and needs

Becky Stokes, the City of Hailey Treasurer – provides the grant reports and accounting assistance.

9. What are the biggest risks you anticipate for this project with regard to completing on time and on budget, and how do you plan to address any setbacks that occur? (50 to 200 words required)

We do not foresee any risks to completing the project on time and within budget. If awarded, we will order the pods immediately. If a price change is substantial, several other reputable manufacturers are available. There could be supply chain delays, or we may need to return a damaged product, but 18 months is more than sufficient time to complete the project. The pods are manufactured in the US, so we don't anticipate significant price increases.

10. Will the requested amount pay for all of the proposed project, or a portion of the project?:

Part of the project. The other funding sources for the project have already been secured. The requested amount would pay for the remaining or final portion of the project budget.

11. If this grant is intended to complete or cover the entire project cost, how will the library cover any unexpected costs or overages? Please be as specific as possible. (50 - 300 words required)

The grant request is intended to cover the purchase of two quad pods. We don't foresee any unexpected costs. The proposed project is straightforward, and an electrician has already vetted a

location in the library for power needs and space. The Friends of the Library are committed to funding a third pod large enough for two people and have signaled they will support us if costs exceed forecasts or we do not receive full or partial grant funding.

Project Accessibility & Community Engagement Information

12. Does your library have a policy for the use of its publicly available meeting spaces? If yes, please briefly describe that policy, or provide a link if it is published digitally. If the library does not have such a policy, how will the library establish fair and transparent processes that the public can use to access these spaces, including scheduling, assessing fees, and acceptable use requirements? (50 - 300 words required)

Throughout the library, we have several areas for informal meetings, including work tables and chairs, sofas, chairs, and bean bags. We also have three work pods designed for one person each (although we've seen students make it work as a dual study space). The pods are ideal for studying, working, taking phone calls, or meeting online on a first-come, first-served basis.

We also have two meeting spaces that comfortably accommodate 1 -6 persons. These rooms may be reserved online during regular library hours six days per week. Our room policy addresses use and how to reserve them. We offer online reservations for the Della and Carbonate Rooms, which are easily located on our website in the drop-down menu or by clicking on the "Reserve A Room" button. The link explains how to reserve them when they are available and what accommodations they contain.

Our frontline staff and reference librarian greet visitors and assist patrons with questions or help them find what they need including space to work or study. We also advertise these spaces in our weekly newsletter.

There are no fees for using these spaces.

13. How will the library ensure sufficient availability and access to the space being created or upgraded in this project? For example, sufficient hours of operation, proximity to public transportation (where available), proximity to other public amenities, accessible parking, ADA compliance and physical accessibility, etc. (100 - 500 words required)

These spaces are and will always be available during regular library hours, which is currently 51 hours per week, six days per week. Our central downtown location is pedestrian-friendly, on the Mountain Rides bus route, and has adequate vehicle and bike parking. The library is on the first floor of a two-story building that meets ADA requirements for accessibility for ingress and throughout the library. Our meeting rooms are ADA accessible with flexible furniture if a person needs a more accessible set-up. The Della Room also serves as our Telehealth Room, offering an adjustable height roll-up desk, a touch-screen computer, and a lighted large print keyboard.

Our three single pods are not equipped for wheel-chair access, but the dual and quad pods we hope to obtain will meet ADA access requirements.

Whether downsizing collections, relocating furniture, or changing the layouts, our first consideration when redesigning spaces or creating new ones is access and ADA compliance. It takes a lot of planning, but as library users' needs shift, we see it as a priority.

14. How does (or will) the library partner with, or engage with other members of the community (including individuals and organizations) to provide, facilitate, or host services related to work, education, and health monitoring at the facilities funded by this project? (100 - 500 words required)

We are a community-oriented institution that collaborates with local partners and organizations. We co-host various programs aimed at K-12 students and diverse adult audiences.

Our work with St. Luke's Community Health started with the telehealth space and has expanded to include office hours in the library with hospital staff. We've acquired a Tyto machine for more expansive telehealth appointments and are listed on St. Luke's My Chart as a location a telehealth location.

The Blaine County Courts have contacted us about assisting residents with locating, printing, and completing legal forms in a secure, private setting.

The Hunger Coalition provides weekly snacks for kids and vulnerable adults.

When the College of Southern Idaho closed its campus in Hailey, the library reached out to set up a proctoring service for online or commuting students and offered CSI a space to continue its English language courses.

Volunteers help out at the library to assist during programs, offer tech assistance, and facilitate educational opportunities and events.

We coordinate our kids' summer reading program with the middle and high schools to ensure we have titles that students are responsible for reading over the summer months.

The valley's three libraries coordinate the event for adult summer reading to streamline access and program activities. In February each year, the three libraries co-host events and book clubs during Winter Read where everyone in the valley reads the same title.

Project Budget

15. Requested Funding Amount. 34,000
Enter an amount between \$5,000 and \$50,000. Please round to the nearest \$1,000.

16. Project Budget. Please download the budget form (<https://libraries.idaho.gov/wp-content/uploads/Facilities-Budget-Template.xlsx>), fill in your proposed expenses, and upload the file using the button below. The budget should include anticipated expenses, and where applicable, list the sources and amounts of other funds or in-kind donations also used for the project. **PLEASE IGNORE PORTIONS OF THE TEMPLATE THAT ARE NOT APPLICABLE TO YOUR PROJECT.**

Upload Budget File:



HPL Facilities Budget -2nd Round 03... .xlsx

Any unspent funds must be returned to the ICfL at the end of the grant period. Variances in budget categories of 10% or more from the submitted/approved grant budget require approval from the ICfL.

Optional Additional Information

As the authorized representative, I hereby certify to the best of my knowledge and belief, that the applicant is in compliance with the above federal assurances and certifications.

I agree

VI. Signature and Submission

Please review the following statements before signing and submitting this application. Your electronic signature constitutes your agreement to these assurances.

A. If awarded, the library agrees to meet the grant requirements outlined in this application/agreement.

B. If awarded, the applicant's legal entity agrees to expend all funds received for the purposes outlined in this application/agreement and understands that any grant funds that are not expended at the end of the grant period must be returned to the ICfL.

C. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

D. I certify that I have the authority to submit this application on behalf of my organization.

By signing this application, you are certifying that the statements herein are true, complete, and accurate to the best of your knowledge. After signing, click the "Submit" button. A copy of this application will be automatically emailed to you and the library authorizing official.

Lyn Drewien

If you have any questions about this program or your application please contact Talela Florko, Development Services Program Supervisor, at talela.florko@libraries.gov, (208) 639-4164 or Grants/Contracts Officer Jamie Thill at jamie.thill@libraries.idaho.gov, (208) 639-4153.

Applicants will be notified of their grant status by April 15, 2025.

ICfL FACILITIES IMPROVEMENT GRANT PROPOSED BUDGET

LIBRARY NAME: Hailey Public Library

Cost Type	Total Cost (ICfL Grant Funds + Other Funding Sources)	Cost Description (Please be as specific as possible given where you are in the project planning phase.)	Amount Funded with ICfL Facilities Grant	Amount Funded with Other Sources (Use a separate line for each funding source.)	In-Kind Donation Estimated Value (services, land, buildings, equipment, etc.) (Use separate line for each donation.)	Description of Other Funding Sources/In-Kind Donations (Please be as specific as possible given where you are in the project planning phase.)	Is the other funding already secured? (Y/N)
Personnel and Fringe Benefits (Personnel costs including salaries and fringe benefits for staff required for carrying out a capital project such as project managers, program directors, etc.)	\$ -	Pod Assembly- 6 hours	\$ -	\$ -	\$ 150.00	estimated six hours to assemble by a volunteer	y
	\$ -	Staff grant prep, site location and prep, product ordering	\$ -	\$ -	\$ 450.00	staff time paid as part of their regular salary- approximately 18 hours	y
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
Professional Services (Cost of contracted professionals and consultants, 1099 contractors who are not employees on the organization's payroll.)	\$ 980.00	Power installation	\$ -	\$ 980.00	\$ -	Roberts Electric has installed power.	y
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
Permitting, planning, architectural design, engineering design, and work related to environmental, historical, and cultural reviews.	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
Repair, Rehabilitation, Construction, and Improvement of Existing Facilities	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
Acquisition of Real Property (purchasing or acquiring land or buildings)	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
Acquisition of Equipment or Supplies (Office equipment or materials/supplies to make the space operational.)	\$ 16,995.00	Quad Pod for up to 4 people for work/study/meetings	\$ 16,995.00	\$ -	\$ -		n
	\$ 16,995.00	Quad Pod for up to 4 people for work/study/meetings	\$ 16,995.00	\$ -	\$ -		n
		duo pod for up to two people for work/study/meet		\$ 9,995.00	\$ -	Friends of Hailey Public Library	y
				\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
Preproject Development (Data gathering, feasibility studies, community engagement and public feedback processes, equity assessments and planning, and needs assessments.)	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
Ancillary costs necessary to operationalize and put assets to full use. (Expenses necessary to make the space fully functional for work/education/health monitoring, including programming expenses.)	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		
	\$ -		\$ -	\$ -	\$ -		

ICfL FACILITIES IMPROVEMENT GRANT PROPOSED BUDGET

LIBRARY NAME: Hailey Public Library

Total Project Cost

Total Amount Funded
with ICfL Grant

Total Amount Funded
with Other Sources

\$34,970.00

\$33,990.00

\$10,975.00

\$600.00

ICfL FACILITIES IMPROVEMENT GRANT PROPOSED BUDGET

LIBRARY NAME: Hailey Public Library

BUDGET CATEGORY DEFINITIONS

Category	Definition	Example of Costs
Personnel Compensation (Salaries and Wages)	Compensation for personal services including wages and salaries paid for services of employees rendered during the period of performance under the award. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this award. The total compensation for individual employees must be reasonable for the services rendered and comparable to rates paid for similar work in the local labor market.	Wages paid to library employees for the time they spend working on the grant project.
Personnel Fringe Benefits	Fringe benefits are provided to employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. Fringe benefits are allowable if they are reasonable and are required by the, the employment agreement, or an established policy of the organization. The costs must be equitably allocated to the award based on time spent on the project. The costs of employer contributions for social security, employee life, health, unemployment, and worker's compensation insurance; pension plan costs; and other similar benefits are allowable as long as they are allocated according to time spent on the project.	Fringe benefits paid to library employees in proportion to the time worked on the grant project.
Professional Services	Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not employees of the entity.	The costs of bringing on a professional consultant for any service not directly related to construction. I.e. hiring a consultant to help plan, facilitate, or manage the project. Hiring an interior designer, etc. Do NOT include contract costs for architects or contractors, as these are included in other sections.
Permitting and Planning Expenses	Permitting, planning, architectural design, engineering design, and work related to environmental, historical, and cultural reviews. Projects must comply with applicable federal environmental laws. Generally, projects eligible for this funding source will not need to undergo environmental compliance review.	Include the cost of the architect and all related products and services here.
Repair, Rehabilitation, Construction, and Improvement of Existing Facilities	Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).	Include all direct costs of construction in this section, including supplies, labor, and any related costs of your contractor. Examples include expansion of an existing library space by adding on 500 sq feet; or remodeling an existing space by replacing flooring and adding wall dividers to accommodate the uses or work, education, and health monitoring.
Acquisition of Real Property	The acquisition or purchase of land and buildings (facilities). Real property means land, including land improvements, and structures, but excludes moveable machinery and equipment.	New land, buildings, or facilities that would be acquired or purchased during the grant award period. The library intends to retain ownership for at least five years following the grant period. For example, acquiring land adjacent to the library to be used in an expansion of the existing facilities; or purchasing a new building the library will move into.
Acquisition of Equipment or Materials/Supplies	Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost of at least \$5,000. Supplies are tangible personal property other than equipment, with a per-unit cost less than \$5,000.	Office equipment and furnishings, information technology equipment and systems, telephone networks, and air handling equipment. Supplies include furniture, bookshelves, etc. to make the space useable. Include the costs of all FF&E (furniture, fixtures, equipment) here. This includes any items that would fall out of the building if it were turned upside down and shaken. Do not include program-specific items in this section. Include those under ancillary costs.
Preproject Development	Data gathering, feasibility studies, community engagement and public feedback processes, equity assessments and planning, and needs assessments.	Costs associated with planning the project such as the cost to determine the capacity needs of the new space (square footage, layout, space usage, etc.), costs related to gathering community input such as hosting meetings or conducting surveys, or the cost to obtain estimates or quotes. If you are paying a consultant to assist with any of your planning processes, include that specific cost under Professional Services.

ICfL FACILITIES IMPROVEMENT GRANT PROPOSED BUDGET

LIBRARY NAME: Hailey Public Library

Ancillary costs necessary to operationalize and put assets to full use. Other expenses necessary to make the space fully functional for work/education/health monitoring, including programming expenses.

Include any costs related to programming or services that are necessary to make the space fully functional to meet the requirement of work/education/health monitoring. This could include programming supplies; specialized collections, books, and software Please note that these expenses will receive a lower priority and may be excluded from funding even if your project is accepted.

*** Ineligible Project Costs:** Library general operating expenses (other than grant administration costs); short-term operating leases; payment of interest or principal on outstanding debt instruments, or other debt service costs; fees or issuance costs associated with the issuance of new debt; satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding; or to support or oppose collective bargaining. Costs incurred before the grant period begins (preaward costs) are not allowable even if the invoice is received during the grant performance period. The grant may only be used for costs incurred during the grant performance period.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 5/12/2025

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to accept bid from Hiddleston Drilling & Pump, in the amount of \$225,636, for construction of the Sunbeam Municipal Well, and motion to adopt Resolution 2025-____, authorizing the Mayor to sign the Notice of Award and project related documents. **ACTION ITEM**

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Council previously authorized Public Works to issue a request for bids for the construction of the Sunbeam municipal well.

The bidding for this project was completed at 2:00 pm on May 1st. One bid was successfully received; however, a second bid submittal was attempted via email but was not received by the bid deadline. The successful bid is as follows:

Hiddleston Drilling & Pump Co. \$225,636.00

The bid total is the base bid price. Hiddleston also included bid options anticipating any unforeseen circumstances that may arise once the work has begun.

Staff is requesting authorizing the base bid and pilot Bore Bid Option 1 of \$11,245.00 as well as any of the bid options should any unforeseen conditions be encountered.

Public Works issued a Request for Bids in accordance with Idaho Code 67-2805 (2), on Wednesday, April 9th. The project was advertised on the City of Hailey website and in the local newspaper with a bid due date of Thursday, May 1st, as set by the Contract Documents and Specifications.

Attached is the consulting and design engineer’s Bid Evaluation and Award Recommendation, as well as the bid that was received. City staff and the engineer have reviewed the bid. Staff recommends authorizing the Mayor to sign the Notice of Award and project related documents, authorize Public Works to move forward with the project, and authorize staff to reserve the right to work with the contractor for adjustments based on items encountered on the field.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Administrator	<input type="checkbox"/> Library	<input type="checkbox"/> Benefits Committee
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Mayor	<input type="checkbox"/> Streets
<input type="checkbox"/> City Clerk	<input type="checkbox"/> Planning	<input type="checkbox"/> Treasurer
<input type="checkbox"/> Building	<input type="checkbox"/> Police	<input type="checkbox"/> _____
<input type="checkbox"/> Engineer	<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> _____
<input type="checkbox"/> Fire Dept.	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to accept bid from Hiddleston Drilling & Pump, in the amount of \$225,636, for construction of the Sunbeam Municipal Well, and motion to adopt Resolution 2025-____, authorizing the Mayor to sign the Notice of Award and project related documents. **ACTION ITEM**

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./Agrmt./Order Originals: Record
Copies (all info.):
Instrument # _____

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

**CITY OF HAILEY
RESOLUTION NO. 2025-____**

**RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING MOTION TO ACCEPT BID FROM HIDDLESTON DRILLING &
PUMP, IN THE AMOUNT OF \$ 225,636.00, FOR CONSTRUCTION OF THE
SUNBEAM MUNICIPAL WELL, AND MOTION TO ADOPT RESOLUTION 2025-____,
AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF AWARD AND PROJECT
RELATED DOCUMENTS, AUTHORIZE PUBLIC WORKS TO MOVE FORWARD
WITH PROJECT, AND AUTHORIZE STAFF TO RESERVE THE RIGHT TO WORK
WITH THE CONTRACTOR FOR ADJUSTMENTS BASED ON ITEMS
ENCOUNTERED ON THE FIELD.**

WHEREAS, the City of Hailey desires to issue a Notice of Award and enter into an Agreement with Hiddleston Drilling & Pump, for construction of the Sunbeam Municipal Well, and

WHEREAS, the City of Hailey desires the Contractor to proceed in a timely manner to meet the project schedule, and

WHEREAS, the City of Hailey and Hiddleston Drilling & Pump, have agreed to the terms and conditions of the Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Notice of Award and the Agreement between the City of Hailey and Hiddleston Drilling & Pump, and that the Mayor is authorized to execute the Notice of Award and Agreement, and the Notice to Proceed.

Passed this 12th day of May, 2025.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



TECHNICAL MEMORANDUM

DATE: May 7, 2025
TO: Brian Yeager, PE, PLS; Cole Balis, Nancy Arellano – City of Hailey, Idaho
FROM: Eric Landsberg, P.E. – Clear Solutions Engineering
Kurt Newbry, P.G. – DNA HydroGeo
RE: *Sunbeam Municipal Well Construction Project - Bid Evaluation and Award Recommendation*

The City of Hailey (City) received one bid on May 1, 2025 for the Sunbeam Municipal Well Construction Project. The bid was submitted by Hiddleston Drilling and Pump from Mountain Home, Idaho.

On May 5, 2025, Nic Stevens with Stevens and Sons Well Drilling Inc. contacted the engineering team to inquire about the bidding results. He indicated that they had submitted a bid via email. The City of Hailey staff checked the email system for a submittal, but did not find an email bid submittal from Stevens and Sons. Nic Stevens then emailed the bid submittal which has a total base bid price of \$213,075. Since the City did not receive the bid by the May 1st due date, there is no bid from Stevens and Sons to evaluate or consider.

1. Hiddleston Drilling and Pump has constructed 19 municipal wells since 2000 including 4 wells for the City of Mountain Home, with the latest one in 2022, one well for the City of Gooding in 2016, and one well for the City of Grandview in 2024.
2. Hiddleston Drilling and Pump has constructed 15 wells since 2000 in the Hailey area, including two irrigation wells for the City of Hailey in 2013.
3. Hiddleston Drilling and Pump has constructed two large diameter wells in the Hailey area since 2000. One 16-inch diameter well and one 24-inch diameter well. The proposed Sunbeam Municipal Well will be 16-inch diameter.
4. Hiddleston Drilling and Pump is equipped with a Foremost Dual Rotary Drill Rig which allows them to rotate temporary casings in and out of the well to aid in installation and removal.

The total bid price was \$225,636. We consider this to be a good price for the project, especially considering current market conditions and material cost uncertainty. We recommend the City move forward and enter into a construction contract with Hiddleston Drilling and Pump for the Sunbeam Municipal Well Construction project.

Please let me know if you have any questions or concerns. We look forward to working with you during construction of the new Sunbeam Municipal Well.

From: [Mark Hiddleston](#)
To: [Nancy Arellano](#)
Cc: [Pat Marvin](#); [Gary Oyler](#)
Subject: City Of Hailey - Sunbeam Well Construction Project
Date: Thursday, May 1, 2025 1:17:20 PM
Attachments: [City of Hailey Sun Beam Well Construction Bid.pdf](#)

Nancy,

Attached is our bid for the City of Hailey Project - Sunbeam Municipal Well Construction 2025

Thank you for the opportunity to bid this project.

Mark S Hiddleston



(208) 587-9055 Office
mark@hiddlestondrilling.com
www.hiddlestondrilling.com

III. BIDDERS PROPOSAL

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to the City of Hailey. This bid is for the Project titled: SUNBEAM MUNICIPAL WELL CONSTRUCTION - 2025

ARTICLE 2 – BIDDER’S INFORMATION

2.01 BIDDER’s Name: Hiddleston & Son, Inc.

BIDDER’s Idaho Public Works Contractor License No.: PWC-C-12249-A-4

License Expiration Date: May 30

BIDDER’s Business Address: 1240 NW Beaman St

BIDDER’s Business Phone No.: 208-587-9055

BIDDER’s FAX No.: 208-587-9816

BIDDER’s Email Address: pat@hiddlestondrilling.com

ARTICLE 3 – BIDDER’S ACKNOWLEDGEMENTS

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Hailey, Idaho, hereinafter referred to as the “OWNER” for the SUNBEAM MUNICIPAL WELL CONSTRUCTION – 2025, specified herein, and which construction documents are on file with Clear Solution Engineering, LLC, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the OWNER to the terms and prices herein submitted.

1. All project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he has received or made himself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds and insurance certificates, as required by the specifications, in the full amount of the contract price within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. The undersigned further agrees that the OWNER shall have the right to accept or reject any bid deemed to be in the best interest of the OWNER or the City of Hailey.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the OWNER.
8. The undersigned, as a BIDDER, acknowledges that Addenda Number 1 through 2 have been delivered to him and have been examined as part of the contract documents.

9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-9 of the Instruction to Bidders.

ARTICLE 4 – BIDDERS’S CERTIFICATION

4.01 BIDDER certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

ARTICLE 5 – BASIS OF BID/BID SCHEDULE

5.01 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Item	Item Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization and Demobilization	1	lump	\$ 15,000.00	\$ 15,000.00
2	Installation/Removal of Temporary 24-inch Casing	78	ft	\$ 747.00	\$ 58,266.00
3	Advance Bore and Installation/Removal of Lower Temporary Casings	95	ft	\$ 693.00	\$ 65,835.00
4	Furnish 16-inch Well Casing	100	ft	\$ 90.00	\$ 9,000.00
5	Install 16-inch Well Casing	100	ft	\$ 14.00	\$ 1,400.00
6	Furnish 16-inch Well Screens	75	ft	\$ 458.00	\$ 34,350.00
7	Install 16-inch Well Screens	75	ft	\$ 14.00	\$ 1,050.00
8	Furnish and Install Annular Well Seal	150 1,200	cu ft	\$ 27.00	\$ 4,050.00
9	Well Development	40	hour	\$ 450.00	\$ 18,000.00
10	Furnish, Install, and Remove Test Pump	1	lump	\$ 9235.00	\$ 9,235.00
11	Test Pumping	26	hour	\$ 350.00	\$ 9,100.00
12	Rig Time	1	hour	\$ 350.00	\$ 350.00
BID TOTAL (Sum of Items 1 thru 12)					\$ 225,636.00

BID OPTIONS

BO1	Drill 6-inch Test Bore	173	ft	\$ 65.00	\$ 11,245.00
BO2	Furnish, Install, and Remove Temporary 22-inch Casing	173	ft	\$ —	\$ No Bid
BO3	Furnish, Install, and Remove Temporary 20-inch Casing	173	ft	\$ 672.00	\$ 116,256.00
BO4	Furnish, Install, and Remove Temporary 18-inch Casing	173	ft	\$ 632.36	\$ 109,398.28
BO5	Install Gravel Filter Pack	100 1,250	cu ft	\$ 51.00	\$ 5,100.00
BO6	Install Silica Sand Filter Pack	100 1,250	cu ft	\$ 103.50	\$ 10,350.00
BO7	Install/Remove 30-inch Casing	58	ft	\$ —	\$ No Bid
BO8	Install/Remove 24-inch Casing	58	ft	\$ —	\$ No Bid

EARLIEST POSSIBLE START DATE: June 2, 2025

In the space below, provide information on equipment to be used on the project (Part 1, Section 5, 5.2) and expected temporary casings (depth and size) to be used based on equipment capabilities and knowledge of area.

Foremost Dual Rotary Drill Rig, Air Compressor

ARTICLE 6 – BID SUBMITTAL

6.01 Submitted on May, 1, 2025.

6.02 This Bid is submitted by:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing Business As: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Hiddleston & Son, Inc.

State of Incorporation: Idaho

Type (General Business, Professional, Service, Limited Liability): General Business

By: Mark S Hiddleston
(Signature – attach evidence of authority to sign)

Name (typed or printed): Mark S Hiddleston

Title: President

(CORPORATE SEAL)

Attest: Mawelene Hiddleston Sec.

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

(SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

(SEAL)

By: _____

(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

ARTICLE 7 – NAMING OF SUBCONTRACTOR FORM

Per Idaho Code, 67-2310, BIDDER shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract for plumbing, heating and air-conditioning work, and electrical work under the general Contract.

Plumbing Subcontractor Name and Address

Public Works License Number

HVAC Subcontractor Name and Address

Public Works License Number

Electrical Subcontractor Name and Address

Public Works License Number

In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instruction to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors)

Additional Subcontractor Name and Address

Public Works License Number

Layne Pumps Inc.

017144-C-4

PO Box640, Twin Falls, ID 83303-0640

Additional Subcontractor Name and Address

Public Works License Number

Additional Subcontractor Name and Address

Public Works License Number

ARTICLE 8 – NON-COLLUSION AFFIDAVIT

**SUNBEAM MUNICIPAL WELL CONSTRUCTION - 2025
City of Hailey, Idaho**

CONTRACTOR’S NON-COLLUSION AFFIDAVIT

STATE OF IDAHO
Blaine County

Mark S Hiddleston being first duly sworn, deposes and says that he/she is President of Hiddleston & Son, Inc., the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive of sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any bidder, nor to fix any overhead, profit, or cost element of such bid price, nor that of any other bidder, nor secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true, and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any individual, except such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: *Mark S Hiddleston*

Title: President

Subscribed and sworn to before me this 1st day of May, 2025

Patricia J. Marwin

Notary Public for Idaho

Residing at: Elmore County

My Commission Expires: 9-12-30





0005919680



STATE OF IDAHO
Office of the secretary of state, Phil McGrane
ANNUAL REPORT

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

For Office Use Only

-FILED-

File #: 0005919680

Date Filed: 10/3/2024 8:39:27 AM

Entity Name and Mailing Address:

Entity Name: HIDDLESTON & SON, INC.
The file number of this entity on the records of the Idaho Secretary of State is: 0000151040
Address: 1240 NW BEAMAN ST
MOUNTAIN HOME, ID 83647-5190

Entity Details:

Entity Status: Active-Good Standing
This entity is organized under the laws of: IDAHO
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: C46387

The registered agent on record is:

Registered Agent: MARK S HIDDLESTON
Registered Agent
Physical Address: 1240 NW BEAMAN ST
MOUNTAIN HOME, ID 83647
Mailing Address

Corporate Officers and Directors:

Name	Title	Business Address
Mark S Hiddleston	President	1240 NW BEAMAN ST MOUNTAIN HOME, ID 83647
Marnie Hiddleston	Vice President	1240 NW BEAMAN ST MOUNTAIN HOME, ID 83647
Marvelene Hiddleston	Secretary	1240 NW BEAMAN ST MOUNTAIN HOME, ID 83647

The annual report must be signed by an authorized signer of the entity.

Job Title: President

Mark S Hiddleston

Sign Here

10/03/2024

Date

B0951-7429 10/03/2024 8:39 AM Received by Office of the Idaho Secretary of State

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/12/2025 **DEPARTMENT:** Library **DEPT. HEAD SIGNATURE:** Lyn Drewien

SUBJECT:

Contract with Fisher's Technology to lease a new color copier/printer/scanner and purchase two small office printers for the Library staff. Maintenance and toner cartridges are included for a total of six machines.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The library first contracted with Fisher Technology in 2015 to support its printing and copying services for staff and patrons. Fisher has been responsive and provided outstanding service during the past decade.

The term of this irrevocable lease is 60 months, and the monthly lease base amount is \$324.99, approximately \$35 less than our previous contract. The new copier will be dedicated for public use, with allowances that include 4,420 black and white copies and 2,000 color copies per month under the contract terms. Overages are charged at .0075 each for black/white and color copies at .05 cents. Staff printers are allowed a total of 600 black and white copies, 130 color copies per month, and overages are charged at the rate of 0.0149 for black and white, and .13 for color copies. The contract also includes regular maintenance and all toner cartridges.

The current public printer is a 2014 model that will be converted for staff use only. It is in good working condition, but does not offer an app for laptop printing. The machine also lacks many smartphone wi-fi printing options, which have become the most common printing method for library patrons. Printing, copying, and scanning services have become popular in recent years. Patrons find it an affordable and reliable option and a better alternative to owning a printer.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Library budget line item: 1004541323

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

"Motion to approve Resolution 2025-_____, authorizing Fisher's Technology agreement with Hailey Public Library for \$329.99 to lease a new color copier/printer/scanner and provide maintenance and toners for all library staff and public copiers.

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

CITY OF HAILEY RESOLUTION 2025- ____

A RESOLUTION OF THE HAILEY CITY COUNCIL AUTHORIZING THE AGREEMENT BETWEEN THE CITY OF HAILEY AND FISHER'S TECHNOLOGY TO PROVIDE THE LIBRARY WITH COPIER AND RELATED SERVICES.

WHEREAS, Hailey Public Library has identified the need to renew its contract for copier and document management services with Fisher's Technology to support its operational efficiency;

WHEREAS, Fisher's Technology has presented a proposal for copier and related services that meet the needs and expectations of the Library;

WHEREAS, the contract terms include a 60-month non-cancelable lease with a base rate of \$324.99 per month to service and maintain one public printer and five staff machines;

WHEREAS, this Agreement will renew for an additional one-year period under the same terms until written notice is received at least 60 days prior to the end date;

WHEREAS, Fisher Technology has provided copier and related services for the library since 2015 and has provided outstanding customer service and care of our printers;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho, to approve the Agreement between the City of Hailey and Fisher's Technology

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2025.

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



COST PER IMAGE AGREEMENT

AGREEMENT NO. _____

CUSTOMER ("you" or "your")

FULL LEGAL NAME: **HAILEY, CITY OF DBA HAILEY PUBLIC LIBRARY** FEDERAL TAX ID #: _____

ADDRESS: **7 W Croy St, Hailey, ID 83333**

EQUIPMENT AND PAYMENT TERMS SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
Bizhub C301i Color MFP with DF-714	<input type="checkbox"/>			4420	2000	0.0075	0.05
Konica C300i FEQ28879	<input checked="" type="checkbox"/>						
Canon MF746C FEQ28940	<input checked="" type="checkbox"/>						
Canon LB325dn FEQ28877	<input checked="" type="checkbox"/>			600	130	0.0149	0.13
Canon LB325dn FEQ28876	<input checked="" type="checkbox"/>						
Canon LB325dn FEQ28875	<input checked="" type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)*							

EQUIPMENT LOCATION: **As Stated Above**

METER READING FREQUENCY (QUARTERLY IF NOT CHECKED): MONTHLY QUARTERLY OTHER: _____

TERM IN MONTHS: **60** MONTHLY BASE PAYMENT AMOUNT: **\$ 324.99** (*PLUS TAX)

SECURITY DEPOSIT: _____

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) _____
 CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

OWNER

Fisher's Technology
 OWNER SIGNATURE PRINT NAME & TITLE DATE

575 E 42nd St, Boise, ID 83714

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: _____ NAME & TITLE: _____ DATE: _____

USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$75.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance. We may charge you a fee of up to \$50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law
2. **NET AGREEMENT.** THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.
3. **IMAGE CHARGES AND OVERAGES.** You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.
4. **EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
5. **SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. We may charge you a monthly supply freight fee to cover our costs of shipping supplies to you. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies
6. **SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
7. **LIMITATION OF WARRANTIES.** EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US
8. **ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.
9. **LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages
10. **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
11. **TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement
12. **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment
13. **DEFAULT/REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, becomes insolvent, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, (e) any guarantor defaults under any guaranty for this Agreement, (f) you either assign your assets for the benefit of your creditors, or sell, transfer or otherwise dispose of all or substantially all of your assets, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, or (g) without our prior written consent (which will not be unreasonably withheld or delayed), you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software, and use all other legal remedies available to us. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice to you, at a public or private sale and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy
14. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
15. **LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you
16. **MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

Return to Agenda