

**AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Tuesday, May 26, 2026 * Hailey City Hall Meeting Room**

ACTION ITEM = a vote may occur but is not required to be taken

ACTION ITEM.....

Hailey City Council Meetings are open to the public. Participants may join our meeting virtually or in-person.

Via teleconference: +1 (872) 240-3311, **Access Code:** 543-667-133

Via One-touch: United States [tel:+18722403311,,543667133#](tel:+18722403311,543667133#),

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5:30 p.m. - CALL TO ORDER Open Session for Public Concerns

CONSENT AGENDA:

CA 127	Motion to approve Resolution 2026-042, authorizing the Mayor’s signature on a MOU and the Collaborative Program Agreement between The Hunger Coalition and the Hailey Public Library describing their partnership to host the Bloom Lunch Program and youth STREAM activities during the summer of 2026. ACTION ITEM ..1	..1
CA 128	Motion to ratify Resolution 2026-041, as approved on the 05/11/2026 council meeting. ACTION ITEM	5
CA 129	Motion to adopt Resolution 2026-043, authorizing the Mayor’s signature on a grant agreement with the Keystone Concept in the amount of \$20,000 to complete the Rooted in Hailey – Urban Forest Management Project. ACTION ITEM	12
CA 130	Motion to adopt Resolution 2026-044, authorizing the Mayor’s signature on a grant agreement with the Office of Energy and Mineral Resources (OEMR) in the amount of \$49,983.54 to install a photovoltaic solar power system on the roof of the Wastewater Treatment Plant. ACTION ITEM	22
CA 131	Motion to approve Resolution 2026-045, ratifying the Mayor’s signature on Locals Only ADU documents for K. White ACTION ITEM	116
CA 132	Motion to approve Resolution 2026-046, authorizing the Mayor’s signature on Locals Only ADU documents for K. Rhee ACTION ITEM	128
CA 133	Motion to approve Resolution 2026-047, ratifying Staff signature with System Tech Inc. to install new audio and camera equipment in council chambers for quote of \$30,000. ACTION ITEM	140
CA 134	Motion to adopt Resolution 2026-048, authorizing the Mayor’s signature on an agreement with Boswell Asphalt Paving Solutions, for the 2026 chip seal projects. ACTION ITEM	151
CA 135	Motion to approve claims for expenses incurred during the month of April 2026, and claims for expenses due by contract in May, 2026 ACTION ITEM	157

MAYOR’S REMARKS:

MR 000

APPOINTMENTS & AWARDS

AA 136	Presentation of check to the City of Hailey from Kiwanis regarding a donation in the amount of \$15,627 towards the Hop Porter Pavilion (no documents)	
AA 137	Appointment of new City Attorney, with consideration of Resolution 2026-049, approving Independent Contract for Services Agreement ACTION ITEM	190

OATH OF OFFICE

[OO 138](#) New City Attorney. ACTION ITEM 201

PUBLIC HEARING:

[PH 139](#) Public hearing on a budget amendment to the 2026 adopted budget to add \$107,000 in expenses for a total FY 2026 budget of \$21,306,904 and conduct a first reading or Ord. No. 2026-__ and read by title only. ACTION ITEM 203

OLD BUSINESS:

[OB 140](#) Discussion of Hailey Fire annexation process into the Blaine County South Fire Protection District. Opportunity for objection as council members or Mayor may find appropriate, or alternatively for expressions of support for the process whereby the voters of Hailey will decide the issue of whether to annex into the consolidating fire protection and EMS entity NO ACTION ITEM 207

[OB 141](#) Consideration of Resolution 2026-050, adopting City Council goals for the FY 2027 Fiscal Year ACTION ITEM 213

[OB 142](#) Approve Summary for Ord. 1362: Text Amendment to Title 15: Public and Commercial Swimming Pools. ACTION ITEM 219

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports
SR 000

EXECUTIVE SESSION: Real Property Acquisition under IC 74-206 (1)(c) or Pending & Imminently Likely Litigation under (IC 74-206(1)(f) or Personnel Matters under (IC 74-206(1)(b)

Matters & Motions from Executive Session or Workshop
Next Ordinance Number - 1363 Next Resolution Number- 2026-051

AGENDA ITEM SUMMARY

DATE: May 26, 2026 **DEPARTMENT:** Library **DEPT. HEAD SIGNATURE:** Lyn Drewien

SUBJECT

A Memorandum of Understanding and the Collaborative Program Agreement between The Hunger Coalition and the Hailey Public Library describing their partnership to host the Bloom Lunch Program and youth STREAM activities during the summer of 2026.

AUTHORITY: ID Code IAR _____ City Ordinance/Code _____

BACKGROUND:

For the third consecutive year, The Hailey Public Library is partnering with The Hunger Coalition to host the Summer Lunch Program/Bloom Lunch on Tuesdays and Thursdays, from 11:30 am – 12:45 pm, beginning the week of June 8 and concluding on August 20, 2026. The Bloom Lunch Program provides free nutritious lunches to anyone and offers activities for kids during the lunch break. The lunch program has been increased to an hour and fifteen minutes to accommodate more kids and adults this year.

Library-led Science, Technology, READING, Engineering, Arts, Math (STREAM) activities will occur on Tuesdays during lunch hour, and the Hunger Coalition will facilitate programming on Thursdays.

HPL has submitted its special events permit application and the street closure request from 11 am – 1 pm on Tuesdays and Thursdays.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

XX 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 Memorandum of Understanding and Agreement between the Hunger Coalition and the Hailey Public Library in the collaboration to host a Summer Food Program site during the summer of 2026.

FOLLOW UP NOTES:

CITY OF HAILEY RESOLUTION 2026 - ____

A Resolution of the Hailey City Council Authorizing the Memorandum of Understanding outlining the terms and understanding between The Hunger Coalition (THC) and the Hailey Public Library (HPL) in their collaboration to host a Summer Food Program site during the summer of 2026.

WHEREAS, the Hunger Coalition and Hailey Public Library are partnering to host the Bloom Lunch as part of the Summer Food Program during the summer of 2026; and

WHEREAS, the Hunger Coalition and Hailey Public Library agree to collaborate to plan, coordinate, and provide community enrichment activities for youth and teens during summer 2026; and

WHEREAS, the Hunger Coalition will prepare and serve food and maintain all aspects of The Bloom Lunch Program; and

WHEREAS, the Hailey Public Library will accommodate the Bloom Lunch Truck on the property to serve lunch twice weekly on Tuesdays and Thursdays throughout the summer; and

WHEREAS, the library agrees to supply tables, chairs, and trash receptacles; and

WHEREAS, the library will host STREAM activities on Tuesdays, and the Hunger Coalition will facilitate Thursday programming; and

WHEREAS, the term of this Agreement begins June 8, 2026, and concludes August 20, 2026. The parties may extend this agreement with the written consent of both parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho, to approve the Agreement between the Hailey Public Library and the Hunger Coalition.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2026.

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

**Memorandum of Understanding
June 8- Aug 20, 2026**

Summer Food Program / Bloom Lunch

The Hunger Coalition and Hailey Public Library
5/7/2026

This Memorandum of Understanding (MOU) sets forth the terms and understanding between The Hunger Coalition (THC) and Hailey Public Library (HPL) in their collaboration to host a Summer Food Program (SFP) site during the summer of 2026.

The Hunger Coalition Responsibilities:

- Will prepare and serve food, provide staff to drive the THC Bloom van, and maintain all aspects of the van.
- Will provide full insurance coverage for the Bloom van and cover all repairs and maintenance costs.
- The kids will have full access to engagement through the library. Staff from both organizations should make every effort to engage with youth during programming.
- Both THC and HPL will inform all staff, volunteers, partners, and donors of the Summer Food Program that they must receive written permission from a parent prior to taking a picture of a child. Staff members should be the only ones taking photos of the program and its participants.
- Will market the Summer Food Program as "free food, fun & reading for kids and teens."
- Both organizations will have the ability to print and distribute flyers as they see fit.
- A commitment to show up on time to all scheduled events with adequate staff or volunteers to manage the activities.
- Will be responsible for scheduling other partner organizations for SFP activities on Thursdays.
- Will reserve one day a week in the partner activity calendar for HPL's activity.
- Will communicate with HPL what the other partner activities are weekly.
- Will provide receptacles for compost, trash, and recycling and be responsible for removal.

Partner Responsibilities:

- Will accommodate the Bloom Van on the property to serve lunch two times per week.
- Will communicate with the city in order to make necessary arrangements or gain the necessary permits to host the Bloom Van on the property.
- Will provide their own tables and chairs as needed.
- Will encourage youth patron participation in the Bloom lunch and activities.
- Will offer an engagement activity once a week while the Bloom van is there.
- Will market the program through means that they best see fit to serve their audience, and will refer to the program as 'Bloom Lunch' in promotional materials.
- Will connect organizational partners who are interested in setting up activities at SFP sites with the THC contact (Chloe Lichtenberg).
- Agreed upon schedule is: June 8-August 20, 2026, Tuesdays and Thursdays 11:30am-12:45pm.

THC Contact: Chloe Lichtenberg, lichtenberg@thehungercoalition.org office: 208-788-0121,
Cell:208-450-9313

Hailey Public Library Contact: Lee Dabney, lee.dabney@haileypubliclibrary.org phone: 208-788-2036

THC Staff signature: _____ Date: _____

Partner Staff Signature: _____ Date: _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/11/2026

DEPARTMENT: CDD

DEPT. HEAD SIGNATURE: RD

SUBJECT: Consideration of a City-Initiated Text Amendment amending Hailey’s Municipal Code, Title 15: Buildings and Construction, Chapter 15.20: Special Code Requirements, creating a new section, Section 15.20.020: Public and Commercial Swimming Pools, which establishes definitions and regulations for public and commercial swimming pools.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 17
(IF APPLICABLE)

BACKGROUND: During the 2025 Idaho State Legislative Session, the Idaho House Health and Welfare Committee introduced – and successfully passed - House Bill 202, which “Amends, repeals, and adds to existing law to remove provisions previously related to the Department of Health and Welfare that now assigned to other state agencies.” Specifically, the legislation removed responsibility for certain powers and duties regarding public health protections from the State Department of Public Health. One such power and duty removed was “The enforcement of minimum standards of health, safety, and sanitation for all public swimming pools within the state as established in rule of the board”. According to Josh Jensen, Environmental Health Director for the South Central Public Health District (SCPHD), at the time of this proposed Text Amendment, it is now up to the municipalities themselves to regulate public and commercial swimming pools for health and safety standards. This includes requirements for annual inspections and licensure/permitting to operate. Prior to 2025, such duty and authority to regulate rested with the Director of the Idaho State Department of Health and Welfare.

Since the passage of HB 202, representatives from SCPHD have been in active communication municipalities that have historically relied on SCPHD to perform required inspections/permitting for public and commercial swimming pools. SCPHD brought this regulatory matter to the attention of the City of Hailey in fall, 2025. Blaine County Recreation District (BCRD) – a primary stakeholder for matters regarding public swimming pool regulations – was also apprised of this legislative development at the same time. SCPHD has confirmed that they are supportive of, and readily equipped to, continue offering public/commercial swimming pool inspections and be named as the regulatory authority for permitting, facilitated through the passage of local ordinances at the discretion of individual municipalities. SCPHD has requested that interested municipalities adopt similar language and requirements in any new ordinances, ensuring uniformity and consistency across SCPHD’s service area. This includes the application of the 2024 Model Aquatic Health Code (MAHC), a guidance document published by the U.S. Centers for Disease Control and Prevention that is aimed at preventing injury and illness at aquatic venues open to the public.

SCPHD has provided the City of Hailey with draft ordinance language for public/commercial swimming pool regulation that has already been adopted by peer communities in Idaho, incorporating applicable standards from the MAHC as well. The draft ordinance language forms the basis of the Text Amendment proposed herein. Additionally, City Staff have consulted with the Executive Director and the Aquatics Manager for the BCRD, regarding the proposed Text Amendment and any impact it may have on their operations. BCRD Staff had no feedback and offered their full support of the City’s ordinance proposal. In summary, the City of Hailey wishes to continue upholding best practices for safeguarding public health and safety at public and commercial swimming pool facilities, despite the recent removal of State requirements for inspections and permitting. Both the proposed Text Amendment and the strong partnership and support of SCPHD will help ensure best possible outcomes for public health and safety in our community.

Attachments:

- Staff Report
- Ord. No.____: Text Amendment to Title 15: Swimming Pools
- Res. 2026-____: Memorandum of Understanding with SCPHD regarding the Permitting and Inspection of Commercial and Public Swimming Pools
 - o Draft Memorandum of Understanding

Staff are requesting Council review and approval of the proposed Text Amendment via the Draft Ordinance, as well as the approval and execution of the Memorandum of Understanding with SCPHD via the Draft Resolution. Two motions are required and noted below.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle # _____
Budget Line Item _____ YTD Line-Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Robyn Davis Phone # 788-9815 ext. 2015

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion Language #1:

Approval: Motion to approve Ordinance No. _____, an Ordinance amending Hailey’s Municipal Code, Title 15: Buildings and Construction, Chapter 15.20 Special Code Requirements, creating a new section, Section 15.20.020: Public and Commercial Swimming Pools, which establishes definitions and regulations for public and commercial swimming pools, finding that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote the public health, safety and general welfare, and read by title only.

Denial: Motion to deny Ordinance No. _____, an Ordinance amending the Hailey Municipal Code, Title 15: Buildings and Construction, Chapter 15.20 Special Code Requirements, creating a new section, Section 15.20.020: Public and Commercial Swimming Pools, finding that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote the public health, safety and general welfare, finding that _____ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

Continuation: Motion to continue the public hearing to _____ [the Council should specify a date].

Motion Language #2:

Approval: Motion to approve Resolution 2026-_____, a Resolution executing a Memorandum of Understanding (MOU) with South Central Public Health District regarding the permitting and inspection of commercial and public swimming pools within the City of Hailey.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

Date _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt. /Order Originals: _____ *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies Instrument # _____

CITY OF HAILEY
RESOLUTION NO. 2026-041

**RESOLUTION OF THE CITY COUNCIL FOR THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAILEY AND
SOUTH CENTRAL PUBLIC HEALTH DISTRICT REGARDING THE PERMITTING
AND INSPECTION OF COMMERCIAL AND PUBLIC SWIMMING POOLS**

WHEREAS, the Hailey City Council has found that the following addition to the Hailey Municipal Code, Title 15, conforms to the Hailey Comprehensive Plan; and

WHEREAS, the proposed addition will establish health and safety standards for the licensing and inspection of public and commercial swimming pools within the City of Hailey (“City”) and

WHEREAS, the Hailey City Council has determined that the above-mentioned amendments are appropriate amendments; and

WHEREAS, the MOU set forth in this Resolution will promote public health, safety and general welfare;

WHEREAS, the attached MOU reflects a collaborative partnership between the City and South Center Public Health District, and is deemed appropriate by the Mayor and City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey executes the attached MOU between the City and South Central Public Health District.

Passed this ____ day of May, 2026

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

MEMORADUM OF UNDERSTANDING BETWEEN THE CITY OF HAILEY AND SOUTH CENTRAL PUBLIC HEALTH DISTRICT REGARDING THE PERMITTING AND INSPECTION OF SWIMMING POOLS

This Memorandum of Understanding (MOU) is entered into on the last date set forth herein (“Effective Date”) by and between the City of Hailey, a municipal corporation of the State of Idaho, hereinafter referred to as “the City”, and South Central Public Health District, a public health district organized under Idaho Code §39-401 *et seq.*, hereinafter referred to as “SCPHD.” Collectively, the City and SCPHD are referred to as “the Parties.”

RECITALS

WHEREAS, the City of Hailey is responsible for ensuring the health, safety, and welfare of its residents, including the proper maintenance and operation of public and commercial swimming pools within city limits; and

WHEREAS, SCPHD is a public health agency with the resources and expertise to permit and conduct inspections and testing of swimming pools to ensure compliance with the 2024 Model Aquatic Health Code (MAHC) as adopted by City Ordinance No. ____; and

WHEREAS, the Parties recognize the mutual benefit of collaborating to protect public health by ensuring swimming pools within the City of Hailey meet required health and safety standards; and

WHEREAS, the City seeks to delegate the responsibility of swimming pool permitting and inspections to SCPHD to leverage their expertise and resources, as permitted under Idaho Code §39-414, which outlines the duties of public health district to enforce health regulations, and as authorized under the City of Hailey Ordinance No. ____.

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE

The purpose of this MOU is to establish a cooperative agreement between the City and SCPHD to permit, regulate, and inspect public and commercial swimming pools within the City of Hailey to ensure compliance with any local health and safety standards as set forth in the City of Hailey Ordinance No. ____.

2. SCOPE OF SERVICES

2.1 – Permitting and Inspections by SCPHD: SCPHD shall conduct regular inspections of all permitted public and commercial swimming pools within the City of Hailey, in accordance with the 2024 Model Aquatic Health Code (MAHC) as adopted by the City, Ordinance Number ###. Inspections shall be conducted any time pools are in use or at other reasonable times as specified in the city ordinance. Regular or routine inspections shall be set at an interval of at least once annually. Subsequent follow-up inspections shall be conducted at the discretion of SCPHD to ensure corrective actions have been complete and to ensure compliance.

2.2 – Reporting: SCPHD shall provide, upon request, the City with inspection reports, including any violations, corrective actions required, and timelines for compliance. SCPHD will provide to each swimming pool operator with a copy of an inspection report to include any violations, corrective actions taken or required, and a timeline for compliance as specified in City Ordinance No. ____.

2.3 – Enforcement Support: SCPHD shall have authority to enforce the provisions of the adopted

MAHC, including the temporary closure of a swimming pool and up to the revocation of a swimming pool facility's permit issued by SCPHD. In addition, SCPHD will notify the City of any non-compliance issues that require enforcement actions beyond SCPHD's authority. The City will take appropriate measures to ensure compliance, including but not limited to issuing fines, closing facilities, or imposing administrative license penalties as necessary under City Ordinance No. _____. SCPHD will follow the enforcement procedures and methods as outlined in City Ordinance No. _____.

2.4 – Training and Guidance: SCPHD shall provide guidance and training to the City staff and pool operators, as needed or upon request, on health and safety standards for swimming pools consistent with the MAHC and local requirements.

3. RESPONSIBILITIES OF THE CITY

3.1 – The City shall provide SCPHD, upon request, with a list of all known public and commercial swimming pools within city limits and update the list annually or as changes occur. In addition, the City shall direct owners/operators of proposed new swimming pools to contact SCPHD to inquire about permitting and plan review requirements.

3.2 – The City shall facilitate, when necessary, access to city-owned swimming pool facilities for SCPHD inspectors.

3.3 – The City shall collaborate to enforce compliance, upon request from SCPHD, to ensure provisions of city Ordinance Number ### are met.

4. TERM AND TERMINATION

4.1 – This MOU may be amended by mutual written agreement of the Parties.

4.2 – This MOU shall commence on the “Effective Date” and remain in effect, unless terminated earlier by either Party.

4.3 – Either Party may terminate this MOU with a 30-day written notice provided to the other party. Termination shall not affect any obligations or liabilities incurred prior to the termination date.

5. FUNDING AND COMPENSATION

5.1 – The City agrees that the SCPHD Board of Health, in accordance with Idaho Code § 39-414, may establish fees to render services under this MOU. These fees may include annual pool operation permit fees (covering inspections, complaint investigations, and year-round consultation), and plan review fees for newly constructed or remodeled public or commercial swimming pools.

5.2 – It shall be the responsibility of SCPHD to invoice and collect applicable fees from any and all pool facilities that are subject to city Ordinance Number ###.

5.3 – Nothing in this MOU, except section 5.4, obligates the City to reimburse or compensate SCPHD for services rendered under this agreement. SCPHD shall perform services as part of its public health duties under Idaho Code § 39-414, subject to available funding and resources.

5.4 – City-owned and operated swimming pool facilities that are subject to permitting and inspection by SCPHD shall pay required fees as set by the SCPHD Board of Health.

6. LIABILITY AND INDEMNIFICATION

6.1 – The Parties shall be responsible for its own acts and omissions and those of its employees, agents, and contractors in connection with this MOU.

6.2 – To the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party from any claims, damages, or liabilities arising from negligence or misconduct in the performance of duties under this MOU.

7. CONFIDENTIALITY

The Parties agree to maintain confidentiality of any sensitive or personal information obtained during the course of inspections or testing, in compliance with applicable state and federal laws, including the Health Insurance Portability and Accountability Act (HIPAA) where applicable.

8. GOVERING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Idaho, including but not limited to Idaho Code § 39-401 *et seq.* (Public Health Districts) and City of Hailey Ordinance No. _____.

9. AGENCY CONTACTS

For the purposes of communication and coordination, the primary contacts for each Party are:

- City of Hailey
Mary Cone, City Clerk
115 South Main Street, Hailey, ID 83333
Email: mary.cone@haileycityhall.org
- SCPHD Environmental Health Services
Josh Jensen – Environmental Health Director
Phone: 208-737-5909
Email: jjensen@phd5.id.gov
Mailing Address: 1020 Washington St. N - Twin Falls, ID 83301

10. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the first date written above.

CITY OF HAILEY

SOUTH CENTRAL PUBLIC HEALTH DISTRICT

Martha Burke, Mayor

Logan Hudson, District Director

Attest:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 5/26/26

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2026-____, authorizing the Mayor’s signature on a grant agreement with the Keystone Concept in the amount of \$20,000 to complete the Rooted in Hailey – Urban Forest Management Project. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Rooted in Hailey Project builds on the urban forest tree health efforts funded through the 2025 Forest Enhancement Program (CFE) and is focused on strengthening the long-term health, safety, and resilience of the City of Hailey’s urban tree canopy. Hailey’s mature trees, particularly those concentrated in the city core, parks, and public rights of way, are critical community assets. However, many of these trees are aging and increasingly vulnerable to drought stress, extreme temperature fluctuations, wind events, and emerging insect and disease pressures. Without proactive management, the city risks losing large canopy trees that provide substantial environmental, economic, and public health benefits.

The CFE-funded 2025 TRAQ Tree Risk Assessment report identified priority trees requiring maintenance, structural pruning, hazard mitigation, and targeted treatments to reduce the likelihood of failure and decline. In addition, recent monitoring has identified the presence of insect infestations and disease stressors that threaten both individual trees and the broader canopy. This project will allow the city to proactively steward our urban tree canopy to extend the life expectancy of mature trees and preserve critical ecosystem services. The city operates within a constrained budget environment with multiple competing priorities, which can necessitate reactive maintenance responses. In the context of urban forestry, delayed intervention can result in avoidable tree decline or removal, outcomes that could be prevented through timely, proactive investment in preventative care and risk mitigation.

The proposed project advances the key recommendations from the 2025 TRAQ Tree Risk Assessment and implements an integrated, nature-based urban forest management strategy. Core actions include: structural and corrective pruning to improve tree stability and longevity, soil health improvements such as aeration and organic amendments to address compaction and drought stress, targeted, environmentally responsible insect and disease treatments, and hazard mitigation for high-risk trees in public spaces. These actions are designed to strengthen tree vitality, reduce the risk of failure, and improve resilience to climate-related stressors.

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"/> Wastewater |
| <input type="checkbox"/> Engineer | <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> Water |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2026-____, authorizing the Mayor’s signature on a grant agreement with the Keystone Concept in the amount of \$20,000 to complete the Rooted in Hailey – Urban Forest Management Project. **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. 2026**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A GRANT AGREEMENT WITH THE KEYSTONE CONCEPT, IN
THE AMOUNT OF \$20,000, FOR URBAN TREE HEALTH.**

WHEREAS, the City of Hailey desires to strengthen the long-term health, safety, and resilience of the City of Hailey’s urban tree canopy,

WHEREAS, the City of Hailey desires to enter into a grant agreement with the Keystone Concept in the amount of \$20,000,

WHEREAS, the City of Hailey and the Keystone Concept 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 the Keystone Concept, and that the mayor is authorized to execute the attached agreement.

Passed this 26th day of May, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



Climate Action Agreement and Scope of Work

Blaine County Climate Smart Communities Initiative (CSCI) Program
Funding Support for:
Rooted in Hailey - Urban Forest Management

CLIMATE SMART COMMUNITIES PROJECT – Rooted in Hailey – Urban Forest Management

The Keystone Concept (TKC) (grantor) is pleased to award the amount of \$20,000 (a not-to-exceed amount) to the City of Hailey (grantee) for completion of the Rooted in Hailey – Urban Forest Management Project. This project was awarded through a competitive allocation process aimed at targeted funding of approximately \$60,000 to support local climate action in Blaine County, Idaho, that aligns with the goals of the Climate Smart Communities Initiative (CSCI) and Blaine County Climate Action Plan.

This agreement and scope are in alignment with Grant Award #17764-2025-16 between The Keystone Concept and Climate Smart Communities Initiative, executed on July 29, 2025 and expiring on July 31, 2026.

The project scope and deliverables, outlined below, will ensure that the grantee complies with the requirements of CSCI and continues to remain a valued partner with Blaine County in implementing climate action that benefits the environment and community of the Wood River Valley.

PROJECT SCOPE

Overview:

The Rooted in Hailey Project builds on the urban forest tree health efforts funded through the 2025 Forest Enhancement Program (CFE) and is focused on strengthening the long-term health, safety, and resilience of the City of Hailey’s urban tree canopy. Hailey’s mature trees, particularly those concentrated in the city core, parks, and public rights of way, are critical community assets. However, many of these trees are aging and increasingly vulnerable to drought stress, extreme temperature fluctuations, wind events, and emerging insect and disease pressures. Without proactive management, the city risks losing large canopy trees that provide substantial environmental, economic, and public health benefits.

The CFE-funded 2025 TRAQ Tree Risk Assessment report identified priority trees requiring maintenance, structural pruning, hazard mitigation, and targeted treatments to reduce the



likelihood of failure and decline. In addition, recent monitoring has identified the presence of insect infestations and disease stressors that threaten both individual trees and the broader canopy. This project will allow the city to proactively steward our urban tree canopy to extend the life expectancy of mature trees and preserve critical ecosystem services. The city operates within a constrained budget environment with multiple competing priorities, which can necessitate reactive maintenance responses. In the context of urban forestry, delayed intervention can result in avoidable tree decline or removal, outcomes that could be prevented through timely, proactive investment in preventative care and risk mitigation.

The proposed project advances the key recommendations from the 2025 TRAQ Tree Risk Assessment and implements an integrated, nature-based urban forest management strategy. Core actions include: structural and corrective pruning to improve tree stability and longevity, soil health improvements such as aeration and organic amendments to address compaction and drought stress, targeted, environmentally responsible insect and disease treatments, and hazard mitigation for high-risk trees in public spaces. These actions are designed to strengthen tree vitality, reduce the risk of failure, and improve resilience to climate-related stressors.

Preserving a mature, healthy urban tree canopy is a proven nature-based solution that leverages natural systems to address climate, infrastructure, and public health challenges. Large, established trees provide greater environmental benefits than newly planted trees, including shade that lowers surface and ambient temperatures, reduced energy demand for nearby buildings, carbon sequestration, air pollutant filtration, stormwater infiltration, and wind buffering. In Hailey's high-desert climate, where intense summer sun, limited precipitation, and microburst events are common, protecting mature canopy trees provides a cost-effective, resilient strategy for climate adaptation while strengthening the city's natural infrastructure.

Objectives: The following objectives will ensure that this project leverages available funding to accomplish the goals of CSCI and Blaine County's Climate Action Plan.

- Address the recommended tree health and safety priorities in the 2025 TRAQ Report
- Provide insect and disease treatment on trees identified as health risks.

Project Term: Project work can begin once this Scope of Work agreement is signed by City of Hailey and The Keystone Concept and must be concluded by July 31, 2026.



Budget: The budget for this project will not exceed \$20,000. The funds are reimbursable once the work has been completed and City of Hailey submits a Project Summary (including photos and a summary of work completed) and relevant receipts.

	CSCI Grant Award	Grantee Contribution	Total
Labor	\$	\$	\$
Travel	\$	\$	\$
Materials	\$	\$	\$
Services	\$20,000	\$	\$20,000

Please see Exhibit A for a detailed budget, note that \$2,000 has been reserved for pest control and has not been detailed in the Exhibit.

Public Involvement:

The Hailey Tree Committee has been integral to this project, providing key recommendations for local urban tree health. The City will highlight this work on social media, recognizing their partnership with and support from Blaine County CSCI and showcasing proactive management initiatives that enhance the resilience of Hailey's urban forest and climate. This project directly supports the goals outlined in the forthcoming Hailey Sustainability Action Plan (summer 2026).

Deliverables:

- 220 S 3rd Ave:
 - Prune four (4) silver maples (#'s 2, 3, 5, 6 in TRAQ report)
 - Remove two (2) silver maples (#'s 1 and 4 in TRAQ report)
- 203 E Bullion: Prune three (3) Box Elders along East Bullion
- Wolftone Drive: Prune one (1) poplar
- 109 E. Pine St: Remove one (1) Quaking aspen on SW corner
- Prune additional trees to prioritize urban forest health as identified by contracted arborist
- Treat cotton scale and aphids on trees identified by Hailey Tree Committee at City Parks

PROJECT LEADS & CONTACTS:

- Emily Williams, Sustainability and Grant Coordinator; emily.williams@haileycityhall.org, 208-788-9830



climate smart communities initiative

Exhibit A



1731 Lear Lane
Hailey, ID 83333

Proposal #21819

Created: 05/19/2026
From: Kelsey Paxson

Proposal For

City of Hailey
115 S. Main St
Hailey, ID 83333

Location

Hailey, ID 83333

Customer Contact

main: 208-788-9615 x 4224
mobile: 208-727-7614
brianyeager@haileycityhall.org

SERVICE & DESCRIPTION	SERVICE TOTAL
Pruning - Silver Maple **220 S 3rd Ave** Tree pruning, cleanup & disposal of debris -Prune 4 silver maple trees (3 on Walnut St & 1 furthest north on 3rd Ave): remove deadwood 2 inches in diameter and larger, remove poorly attached limbs, reduce length and weight of long lateral limbs/stems to reduce the chance of limb/stem failure	\$ 3,559.12
Tree Removal - Silver Maple **220 S 3rd Ave** Tree Removal, cleanup and disposal of debris. Low cut on stump (as close to grade as possible with a chainsaw). -Remove 2 silver maple trees on 3rd Ave (2 southern most trees on 3rd Ave)	\$ 4,907.29
Stump Removal - Silver Maple **220 S 3rd Ave** Tree/shrub stump grinding approximately 4-12 inches below grade level, cleanup & disposal of excess stump mulch. The depth of grinding may be limited due to underground, unforeseen obstacles. -Grind 2 silver maple stumps on 3rd Ave (2 southern most trees on 3rd Ave) to prepare site for tree replanting Note: Damage to any non-locatable line (i.e. irrigation, dog fence, septic lines, or other) is possible if they are under/near stumps. ArborCare Resources, Inc. is not responsible for the repair cost of all non-locatable lines if damage occurs during stump grinding.	\$ 1,218.56
Pruning - Boxelder **203 E Bullion St** Tree pruning, cleanup & disposal of debris -Prune 3 boxelder trees on Bullion St: remove deadwood 2 inches in diameter and larger, remove poorly attached limbs, reduce length and weight of long lateral limbs/stems to reduce the chance of limb/stem failure	\$ 2,658.84
Tree Removal - Aspen **109 E Pine St** Tree Removal, cleanup and disposal of debris. Low cut on stump (as close to grade as possible with a chainsaw). -Remove 1 declining aspen tree near the corner of 1st Ave S & Pine St	\$ 2,492.06



climate smart communities initiative



1731 Lear Lane
Hailey, ID 83333

Proposal #21819
Created: 05/19/2026
From: Kelsey Paxson

Pruning - Hybrid Poplar	\$ 3,153.15
1251 Wolftone Dr	
Tree pruning, cleanup & disposal of debris	
-Prune large poplar tree on the corner of Silver Star & Wolftone Drive: remove upper portion of the northern stem above major physical defect. Prune additional limbs below this point: reduce length and weight to reduce the chance of limb failure	

*2026 Contract Period runs from March 1, 2026, to February 28, 2027.
Line items showing a \$0.00 amount will be billed at time & material rates.
Customer/Agent signature authorizes the services listed above to be performed in accordance with ArborCare Experts LLC Terms & Conditions.*

TOTAL \$ 17,989.02

Signature

x

Date:

Please sign here to accept the terms and conditions

Account Rep

Kelsey Paxson
Office: 208-788-1611 ext. 1
kelsey@sunvalleytree.com

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 5/26/26

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

- **SUBJECT:** Motion to adopt Resolution 2026-___, authorizing the Mayor’s signature on a grant agreement with the Office of Energy and Mineral Resources (OEMR) in the amount of \$49,983.54 to install a photovoltaic solar power system on the roof of the Wastewater Treatment Plant. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

OEMR has awarded a \$49,983.54 grant for the City to install a 22.08 kW, photo-voltaic (PV) solar system on the roof of the Wastewater Treatment Plant, in accordance with the City’s original grant application. The City plans to begin construction on this project as soon as possible, during the summer of 2026.

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"/> Wastewater |
| <input type="checkbox"/> Engineer | <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> Water |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2026-___, authorizing the Mayor’s signature on a grant agreement with the Office of Energy and Mineral Resources (OEMR) in the amount of \$49,983.54 to install a photovoltaic solar power system on the roof of the Wastewater Treatment Plant. **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. 2026**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A GRANT AGREEMENT WITH THE IDAHO GOVERNOR'S
OFFICE OF ENERGY AND MINERAL RESOURCES, IN THE AMOUNT OF
\$49,983.54, TO INSTALL A SOLAR PHOTOVOLTAIC SYSTEM ON THE ROOF OF
THE WASTEWATER TREATMENT PLANT.**

WHEREAS, the City of Hailey desires to install a 22.08kW, ballasted, photo-voltaic (PV) solar system on the roof of the Wastewater Treatment Plant,

WHEREAS, the City of Hailey desires to enter into a grant agreement with the Idaho Governor's Office of Energy and Mineral Resources in the amount of \$49,983.54,

WHEREAS, the City of Hailey and the Idaho Governor's Office of Energy and Mineral Resources 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 the Idaho Governor's Office of Energy and Mineral Resources, and that the mayor is authorized to execute the attached agreement.

Passed this 26th day of May, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



Idaho Governor's Office of Energy and Mineral Resources

Grant Award Notification

Authorization

Federal Awarding Agency State and Community Energy Programs U.S. Department of Energy 1000 Independence Avenue, SW Washington DC 20585	Federal Award Date 10/1/2023
Pass-Through Entity Idaho Governor's Office of Energy and Mineral Resources 304 N. 8th Street, Ste 250 PO Box 83720 Boise, ID 83720-0199	Assistance Listing No. (CFDA) 81.128
	Assistance Listing (CFDA) Description Energy Efficiency and Conservation Block Grant Program (EECBG)
	Pass-Through Entity Contact Name: Cally Younger, Administrator Phone: 208-332-1671 Email: cally.younger@oer.idaho.gov
Authority Infrastructure and Investment Jobs Act (IIJA) of 2021, Executive Order 2024-09	

Subrecipient

Subrecipient City of Hailey 115 S. Main Street, Suite H Hailey, Idaho 83333	Subrecipient UEI No. VQGYGULKZM44
Contact Name Phone Email Lisa Horowitz (208) 788-4221 lisa.horowitz@haileycityhall.org	Indirect Cost Rate n/a
	Type of Agreement Grant

Award

Federal Award Identification No. (FAIN) DE-SE0000166	Federal Award Project Description Idaho EECBG Program				
Subaward Period of Performance 10/01/2023 to 9/30/2026	Subaward Budget Period 5/11/2026 to 9/30/2026				
Total Grant Amount <div style="text-align: right;">\$49,983.54</div>	Cost Match Required <div style="text-align: right;">\$0</div>				
Obligated Amount <div style="text-align: right;">\$49,983.54</div>	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Idaho Award Identification No.</td> <td style="width: 40%;">Award Date</td> </tr> <tr> <td>2026-EECBG-012</td> <td>5/11/2026</td> </tr> </table>	Idaho Award Identification No.	Award Date	2026-EECBG-012	5/11/2026
Idaho Award Identification No.	Award Date				
2026-EECBG-012	5/11/2026				

Award Modification

Amount Obligated / Unobligated n/a	Modification No. n/a	Revised Obligated Amount n/a
Revised Total Grant Amount n/a	Modification Date n/a	Revised Cost Match Required n/a

Special Considerations

Program website: <https://www.energy.gov/scep/office-state-and-community-energy-programs>
 DOE National Policy Assurances: <https://www.energy.gov/management/articles/national-policy-assurances-be-incorporated-award-terms>
 The Office of Energy and Mineral Resources, which will become known as the Office of Species, Minerals, and Energy Coordination as of July 1, 2026, per House Bill 737 (hereinafter referred to as "OEMR").
 Complete Federal Assistance Agreement DE-SE0000166 available upon request

Signatures

Pass-Through Entity			Subrecipient		
Name	Title	Date	Name	Title	Date
Cally Younger	Administrator	5/11/2026			
Signature 			Signature <div style="text-align: center;">--24--</div>		



Idaho Governor's Office of Energy and Mineral Resources
Energy Efficiency and Conservation Block Grant Program
Idaho EECBG Subaward Agreement- City of Hailey
2026-EECBG-R2-012

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ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT SUBAWARD AGREEMENT

2026-EECBG-R2-012

This GRANT SUBAWARD AGREEMENT (“Agreement”) is made this 11th day of May 2026, by and between the State of Idaho, by and through the Governor’s Office of Energy and Mineral Resources, (“OEMR”), P.O. Box 83720, Boise, Idaho 83720-0199, and City of Hailey (“Subrecipient”), 115 S. Main Street, Suite H, Hailey, Idaho 83333.

The Office of Energy and Mineral Resources, which will be become known as the Office of Species, Minerals, and Energy Coordination as of July 1, 2026, per House Bill 737 (hereinafter referred to as “OEMR”).

RECITALS

This Agreement is made with reference to the following facts:

- A. Pursuant to State of Idaho Executive Order 2024-09, OEMR is an office within the executive office of the Governor. OEMR’s powers, duties, and authorities include assisting state agencies, local governments, and stakeholders to secure funding where available for energy projects and opportunities; accepting and administering grants and other forms of financial assistance for eligible projects; and entering into other agreements or contracts necessary to carry out Executive Order 2024-09’s provisions. Executive Order 2024-09 also provides that OEMR may accept federal funds and expend funds for the Executive Order’s purposes.
- B. Under Section 40552 of the Infrastructure Investment and Jobs Act (“IIJA”), the United States Congress authorized and appropriated federal funds for the United States Department of Energy’s (“DOE”) Energy Efficiency and Conservation Block Grant (“EECBG”) Program. DOE’s authorization for EECBG is found in Title V, Subtitle E of the Energy Independence and Security Act of 2007 (“EISA”), 42 U.S.C. § 17151 *et seq.*
- C. EECBG funding included formula-based grants to states. The State of Idaho, by and through OEMR, and the Office of State and Community Energy Programs (“SCEP”), an office within DOE, entered into a financial assistance agreement for EECBG funding: Award No. DE-SE0000166 (“Award”), CFID No. 81.128. Under the Award, OEMR is required to pass through not less than 60% of its EECBG funding as subgrants to Idaho cities and counties that are ineligible for DOE’s direct EECBG formula grants. Consistent with that requirement, OEMR offers the grant funding in this Agreement as a subaward to Subrecipient following a competitive selection process.
- D. Entities eligible for this funding include cities and counties located in the State of Idaho, that were not eligible for direct funding from DOE.
- E. OEMR’s program goals for this EECBG formula funding is to assist eligible entities to:

- Increase energy resilience;
 - Increase energy savings;
 - Establish strong and diverse partnerships with cities, counties, and other stakeholders;
 - Reduce energy burdens in communities;
 - Promote the acceleration of deployment of advanced energy technologies; and
 - Create the greatest number of sustainable jobs
- F. OEMR requested that eligible cities and counties submit subaward applications using a competitive process. OEMR published its Request for Applications on January 7, 2026. In that Request for Applications, OEMR limited funding requests to \$50,000.00 or less per application. A review committee evaluated, scored, and selected the highest scoring submitted applications based on evaluation criteria outlined in OEMR’s Request for Applications. OEMR now offers the grant funding in this Agreement as a subaward to Subrecipient.
- G. Subrecipient applied for EECBG funding as a subaward and is a City within the State of Idaho eligible for an EECBG subaward.

TERMS AND CONDITIONS

In consideration of the mutual promises herein and the above recitals, the parties agree as follows:

1. Federal Subaward Maximum Amount

OEMR, acting as a pass-through entity under this Agreement, subawards Subrecipient a grant of federal money that SHALL NOT EXCEED \$49,983.54 for the successful completion of the project as described in this Agreement. Subrecipient shall use the federal subaward under this Agreement solely to aid in funding the project. OEMR will reduce the federal subaward amount if Subrecipient’s final total project cost is lower than the amount in Subrecipient’s submitted project budget. Subrecipient is responsible for any project costs that exceed the federal subaward amount.

2. Project Description and Purpose

Subrecipient shall successfully complete all activities described in this section.

Subrecipient shall:

Activity 1: Install a 22.08 kW photo-voltaic solar system on the roof of the Wastewater Treatment Plant.

The term “the Project” includes all activities listed above. The purpose of the Project is to reduce energy demand, reduce energy costs and contribute to the City’s goals of promoting

sustainability and energy resilience. In no case shall the nature or purpose of the Project be amended from what was described in the application.

3. Term of Agreement

This Agreement's term shall begin on the date of the last signature and shall remain in force until its termination or when all obligations have been satisfactory fulfilled, in OEMR's sole judgement, whichever occurs first.

4. Legal Ownership

Subrecipient represents and warrants clear title or legal right to access all real property necessary for the successful completion and operation of the Project.

5. Project Budget and Schedule

- a. Project Budget. The Project shall adhere to Subrecipient's submitted Project budget (Attachment A).
- b. Changes to Budget.
 - i. Notwithstanding this Agreement's Section 37, Amendments, OEMR may, in its sole discretion, approve certain Subrecipient requested changes to the final Project budget (Attachment A).
 - ii. OEMR approval shall state the changes in writing and be signed by OEMR's Administrator.
 - iii. OEMR may only approve changes that are less than 10% between budget categories.
- c. Project Schedule. Subrecipient shall follow the schedule submitted in the application and shall complete the Project and submit its completion report and request for reimbursement no later than September 1st, 2026.
- d. Project Schedule. Subrecipient shall act diligently to initiate, progress, and complete the Project. OEMR will monitor the Subrecipient's progress to ensure Subrecipient is working to initiate, progress and complete the Project.

6. Accounting

Subrecipient must maintain separate and distinct cost accounting for each activity conducted under this Agreement in accordance with generally accepted accounting principles.

7. Reimbursement of Expenses

OEMR will make its payment to Subrecipient as reimbursement.

- a. **Reimbursement Request Timing.** Subrecipient shall submit its reimbursement request to OEMR no later than 30 days after Subrecipient completes all Project activities listed in this Agreement's Section 2, Project Description and Purpose.
- b. **OEMR Forms Required.** Subrecipient shall submit its reimbursement request using an OEMR-provided Reimbursement Request Form.
- c. **Content of Reimbursement Request.** Subrecipient's reimbursement request shall include the completion report as well as itemized invoices and supporting documentation for all costs for all activities listed in this Agreement's Section 2, Project Description and Purpose. Subrecipient must maintain accounting records detailing all expenditures supporting its reimbursement request. OEMR may require Subrecipient to submit additional supporting documentation.
- d. **Requirements.** OEMR will not make any reimbursement payment to Subrecipient until the requirements below are met:
 - i. Subrecipient has completed the Project to OEMR's satisfaction, which includes all activities listed in this Agreement's Section 2, Project Description and Purpose;
 - ii. OEMR completes a site visit, which may be in person or virtual;
 - iii. OEMR receives and approves all Subrecipient's required reports; and
 - iv. OEMR receives Subrecipient's Reimbursement Request Form, including an itemized invoice and supporting documentation.
- e. **Timing of OEMR Reimbursement to Subrecipient.** After Subrecipient meets the requirements in this section's Paragraph 8.d, above, OEMR will reimburse the Subrecipient within 30 days consistent with the requirements of this Agreement.
- f. **Allowable, Allocable, and Reasonable Costs.** OEMR shall only reimburse Subrecipient for the eligible costs Subrecipient actually incurred to complete the Project. All subrecipient's expenditures to be reimbursed with funds provided under this Agreement must be allowable, allocable, and reasonable.

DOE and OEMR determine the allowability of costs through 2 CFR Part 200 (2024), as amended by 2 CFR Part 910 and this Agreement. This includes meeting the criteria provided in 2 CFR § 200.403 (2024).

- g. **Refund Obligation.** Subrecipient shall refund any excess payments of subaward funds, including any costs that OEMR or DOE determine to be unallowable. The refund must be made within 30 days of the written demand provided by OEMR or DOE.
- h. **Records.** Subrecipient shall maintain adequate records that clearly support all Project costs and expenditures, including, but not limited to, as applicable, the

costs paid by Federal funds, Project costs that the Subrecipient claims as cost-sharing, including in-kind contributions. Subrecipient's records shall demonstrate that costs and expenditures claimed have been incurred, are reasonable, allowable, and allocable, and comply with the cost principles. Such records must be provided to OEMR upon request and are subject to audit. Subrecipient's failure to provide OEMR supporting documents may result in OEMR determining that those costs are unallowable.

- i. **Unallowable Expenses.** OEMR may, at its discretion and as necessary, request Subrecipient modify its reimbursement request when unallowable expenditures are incurred and charged.
- j. **Withhold Payment.** OEMR reserves the right to withhold payment for the following:
 - i. Subrecipient defaults or otherwise does not adhere to this Agreement's terms and conditions;
 - ii. Subrecipient does not submit reliable or timely reports or other deliverables as described in this Agreement; or
 - iii. Subrecipient fails to attend regular monitor meetings as scheduled by OEMR.

8. Reporting

Subrecipient shall prepare the following reports and timely submit those reports to OEMR by the deadlines specified below.

a. **Quarterly Progress Reports ("QPR")**

- i. To ensure OEMR meets its DOE reporting deadlines, OEMR structured Subrecipient's deadlines around OEMR's DOE reporting deadlines.
- ii. Subrecipient shall submit its QPR's to OEMR on a quarterly basis on or before the following deadlines:
 - 1. April 15th (reporting period: January 1 through March 31)
 - 2. July 15th (reporting period: April 1 through June 30)
- iii. Each submitted QPR shall describe all work performed since the Project began or since the previous report. Each QPR shall include at a minimum:
 - 1. Subrecipient name and address;
 - 2. Names and addresses of any contractor or subcontractor working during the reporting period;
 - 3. Project name;
 - 4. Progress update on each Project activity, including anticipated

- changes to Project timeline and budget, and the reason for that change;
- 5. Major accomplishments during reporting period;
- 6. Planned work for next reporting period;
- 7. Incurred cost during reporting period;
- 8. Risk evaluation; and
- 9. Any milestones or build metrics achieved during reporting period.

b. Completion Reports

- i. Subrecipient shall submit a written completion report by e-mail to OEMR. Subrecipient shall submit the completion report within 30 days of when the Project outlined in this Agreement's Section 2 is complete.
- ii. Subrecipient's Project completion report shall include at a minimum:
 - 1. Subrecipient name and address;
 - 2. Project description;
 - 3. Photographs from before, during and after (if applicable);
 - 4. A summary of equipment purchased;
 - 5. Project evaluation, including problems encountered and solutions; and
 - 6. Description of any successes and anticipated benefits.

c. OEMR Forms

Subrecipient shall submit its QPRs and Completion Report on forms that OEMR provides.

d. Special Status Reports

Pursuant to the terms outlined in the Award's Federal Assistance Reporting Checklist, OEMR must report to DOE any problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award or which may require DOE to respond to any questions relating to such events from the public. Because OEMR must report these events to DOE, Subrecipient shall report these events to OEMR within 5 calendar days after the event. Any report shall include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition.

- i. The list of events that Subrecipient shall report to OEMR as "Special Status Reports" include:
 - 1. Refusal of a contractor or subcontract to accept flow down requirements in the Special Terms & Conditions and/or any Attachment to this Subaward Agreement.
 - 2. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the award;

3. Any improper claims or excess payments arising out of or relating to work under the award;
4. Potential or actual noncompliance with DOE reporting requirements under the award;
5. Potential or actual violations of the lobbying restrictions in the award;
6. Potential or actual bankruptcy/insolvency of the Subrecipient;
7. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to work under the award;
8. Any fatality or injuries requiring hospitalization arising out of or relating to work under the award;
9. Potential or actual violations of environmental, health, or safety laws and regulations, any significant environmental permit violation, and any incident which causes a significant process or hazard control system failure;
10. Any event which is anticipated to cause a significant schedule slippage or cost increase;
11. Any damage to Government-owned equipment in excess of \$50,000;
12. Developments that have significant favorable impact on the Project; and
13. Any incident arising out of or relating to work under the award that has the potential for high visibility in the media.

e. **Davis Bacon Reports**

- i. Consistent with the requirements in the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, Subrecipient shall electronically submit Davis-Bacon Act certified weekly payrolls. *See this Agreement’s Section 19, below.* Subrecipient shall submit these certified weekly payrolls through DOE’s provided electronic payroll compliance software, LCPtracker.
 - ii. If the above requirements apply, Subrecipient shall submit these payrolls on a weekly basis within 7 days of the week worked.
 - iii. Before submitting certified weekly payrolls in the LCPtracker software and before construction commences, all users of the LCPtracker software shall complete all required virtual training sessions for their LCPtracker role.
- f. OEMR is subject to multiple federal reporting requirements, and those reporting requirements may change.
- g. OEMR may, at its discretion, require Subrecipient to submit other reports to OEMR. This includes but is not limited to instances where Subrecipient does not submit its reporting timely, fails to respond to requests from OEMR, or determined to be at higher risk per 2 CFR § 200.332.

- h. Failure to submit any OEMR required report, including those listed above, is a material breach of the Agreement, and in OEMR's sole discretion, may result in OEMR withholding payment or immediately terminating this Agreement.

9. Monitoring

OEMR will conduct monitoring to ensure Subrecipient is effectively managing the Project, complying with applicable laws and all of this Agreement's terms, and to verify that Subrecipient has effective internal controls. OEMR will assess Subrecipient's performance against this Agreement's terms and conditions.

OEMR will evaluate Subrecipient's progress via Subrecipient's QPRs as well as regular monthly meetings between OEMR and Subrecipient. OEMR shall schedule those meetings at reasonable times. OEMR may alter or change the frequency of these meetings at any time. Subrecipient is required to participate in such meetings.

OEMR also reserves the right to conduct onsite visits. Subrecipient shall provide reasonable access to facilities, records and documents, office space, and resources, and assist the safety and convenience of OEMR representatives or DOE representatives performing their duties. OEMR shall perform all site visits in a manner that does not unduly interfere with or delay the work.

Subrecipient shall adhere to any reasonable monitoring and evaluation plans OEMR requires. OEMR reserves the right to require additional monitoring and evaluation measures to ensure that Subrecipient fulfills the identified Project goals and objectives and addresses any findings revealed during monitoring.

Failure to attend these meetings, provide onsite visits, or otherwise adhere to OEMR monitoring is a material breach of the Agreement, and in OEMR's sole discretion, may result in OEMR immediately terminating this Agreement.

10. Records Retention

Subrecipient is required to retain records relating to this Agreement consistent with 2 CFR §§ 200.334 (2024) through 200.338 (2024). Subrecipient agrees to provide or make available such records if requested by OEMR, DOE, the Government Accountability Office, or their authorized representatives to conduct audits or other investigations.

11. Stop Work

OEMR staff may, at any time by written notice to Subrecipient, require the Subrecipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons including, but not limited to, the Project exceeding budget, noncompliance with the standard of performance, work outside the approved activities, Project delays, and

misrepresentations.

- a. Compliance. Upon receipt of a stop work order, Subrecipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to OEMR.
- b. Canceling a Stop Work Order. Subrecipient may resume the work only upon receipt of written instructions from OEMR staff.

12. Termination

a. Cause

OEMR may terminate this Agreement in whole or in part immediately upon written notice if at any time Subrecipient is in material breach of any representation, warranty, term, condition, covenant, or obligation under this Agreement and fails to cure that breach within 10 days written notice thereof. Upon OEMR's termination, Subrecipient shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to OEMR any property OEMR provided pursuant to this Agreement; (c) deliver or otherwise make available to OEMR all data, reports, estimates, summaries, and such other information and materials Subrecipient accumulated in performing this Agreement, whether completed or in process.

b. Convenience

OEMR may terminate this Agreement for its convenience in whole or in part, if OEMR determines it is in OEMR's best interest. To do so, OEMR shall serve a written Notice of Termination to Subrecipient by U.S. mail, certified mail, return receipt requested. After Subrecipient receives the Notice of Termination, Subrecipient shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. Subrecipient shall:

- (1) Stop work;
- (2) Place no further subcontracts for materials, services, or facilities, except as necessary to complete any continuing portion of this Agreement;
- (3) Terminate all subcontracts to the extent they relate to the work terminated; and
- (4) Settle any outstanding liabilities arising from subcontract termination.

OEMR shall pay Subrecipient for all reasonable, allocable, and allowable costs incurred prior to the effective date of termination and for all noncancelable obligations incurred prior to Subrecipient's receipt of the Notice of Termination pursuant to this Section 12.b. In no event shall total payments exceed the amount reimbursed to Subrecipient if Subrecipient had fully performed.

13. Compliance with Federal, State, and Local Law

Subrecipient is required to and shall comply with applicable federal, state, and local laws, and regulations for all work performed under this Agreement. Subrecipient shall obtain and comply with all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this Agreement. For the duration of this Agreement, Subrecipient shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local laws and rules.

Compliance with federal law includes, but is not limited to, compliance with 2 CFR Part 200 (2024), as amended by 2 CFR Part 910, and the Standard Federal Provisions outlined in Attachment B, which is attached to and hereby incorporated into this Agreement.

Whenever this Agreement refers to 2 CFR Part 200, or any section within 2 CFR Part 200, it is referring to the guidance in effect for 2 CFR 200 **prior to** October 1, 2024. The Office of Management and Budget (“OMB”) recently issued a new final guidance that includes changes to 2 CFR 200, but that new guidance is only effective for federal awards issued on or after October 1, 2024. *See* “Guidance for Federal Financial Assistance,” 89 Fed. Reg. 30046 (April 22, 2024). OMB also revised other parts of title 2 of the CFR, including Parts 1, 25, 170, 175, 180, 182, 183, and 184. Because of the federal Award for this Agreement DE-SE0000166 was issued prior to October 1, 2024, the October 1, 2024 revisions to 2 CFR 1, 25, 170, 175, 180, 182, 183, and 200 **do not apply** to this Agreement.

To find the versions of title 2 of the CFR that apply to this Agreement, you can visit <https://www.govinfo.gov/app/collection/cfr/2024/> and view Title 2 under the year 2024. This Agreement will also indicate it is relying on the January 1, 2024 publication of the CFR by including (2024) after each citation to any of the above cited amended parts in Title 2 of the CFR.

14. Inconsistency with Federal Law

If Subrecipient believes that any term or condition of this Agreement is inconsistent with federal law or regulation, Subrecipient is required to immediately send written notice to OEMR with the following information: (i) the award number; (ii) the name and contact information (postal address, telephone number, and email address) for the individual to whom OEMR should direct any inquiries regarding this matter; and (iii) a detailed description of the apparent inconsistency.

15. OEMR Stewardship

OEMR will oversee Project activities performed under this Agreement. This includes conducting site visits, reviewing reports, providing technical assistance, providing temporary intervention in unusual circumstances to address deficiencies that develop during the Project, assuring compliance with terms and conditions, and reviewing technical performance after Project completion to ensure that Subrecipient accomplishes Project objectives.

16. Lobbying

Subrecipient shall not expend, directly or indirectly, any of the funds obligated in the Agreement to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Subrecipient and subcontractors that receive an award or contract exceeding \$100,000 must file with OEMR certification required by the Byrd Anti-Lobbying Amendment. Subrecipient and subcontractors shall certify that they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. 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, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352, Subrecipient and subcontractors shall complete and submit the SF Form LLL, "Disclosure of Lobbying Activities."

17. Publications

Publications arising out of, or relating to, work performed under this Agreement, whether copyrighted or not, shall be approved by OEMR before publishing.

18. Davis-Bacon Act

Subrecipient shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and 3146–3148) and its implementing regulations by the Secretary of Labor (29 CFR Parts 1, 3, and 5). All laborers and mechanics employed by Subrecipient, contractors, or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on a project assisted in whole or in part by funds made available under this Agreement shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Title 40, Chapter 31, Subchapter IV, United States Code, commonly referred to as the "Davis Bacon Act" ("DBA").

Subrecipient shall insert DBA contract clauses, as set forth at 29 CFR § 5.5(a) and below at subsections (1) through (11), and applicable wage determinations, into all construction contracts in excess of \$2,000 which are entered into for the construction, alteration, or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part under this Agreement. Definitions of the terms used in this Section are found at 29 CFR § 5.2.

(1) Minimum wages —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the Project under a development statute), will be paid unconditionally and not less often than once a

week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto as Attachment C and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR § 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. § 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR § 5.5(a)(1)(v); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR § 5.5 (a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR Part 1, a wage determination may contain, pursuant to 29 CFR § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR § 5.5(a)(1)(iii), provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with 29 CFR § 5.5 (a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) ***Conformance.***

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division (WHD) under 29 CFR § 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR § 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) **Withholding —**

(i) **Withholding requirements.** DOE or OEMR may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR § 5.5 (a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the Project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR § 5.5(a)(3)(iv), OEMR may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department of Labor has priority to funds withheld or to be withheld in accordance with 29 CFR §§ 5.5 (a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprourement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. §§ 3901–3907.

(3) ***Records and certified payrolls*** —

(i) ***Basic record requirements*** —

(A) ***Length of record retention.*** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the Project under a development statute) for a period of at least three years after all the work on the prime contract is completed.

(B) ***Information required.*** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. § 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) ***Additional records relating to fringe benefits.*** Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. § 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) ***Additional records relating to apprenticeship.*** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates

prescribed in the applicable programs.

(ii) ***Certified payroll requirements*** —

(A) ***Frequency and method of submission.*** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls as provided in this Agreement (See this Agreement's Section 8g, Reporting, above). The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) ***Information required.*** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information shall be submitted using the DOE provided software, LCPtracker. DOE may grant a waiver for the use of LCPtracker to a particular contractor or subcontractor if they are unable or limited in their ability to use or access the software. A waiver must be granted before the start of work. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to OEMR.

(C) ***Statement of Compliance.*** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR § 5.5(a)(3)(i), and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(E) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. § 1001 and 31 U.S.C. § 3729.

(F) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access —

(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under 29 CFR § 5.5(a)(3)(i) through (iii), and any other documents that OEMR, DOE, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR § 5.1, available for inspection, copying, or transcription by authorized representatives of OEMR, DOE, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, OEMR or DOE may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from

introducing as evidence in an administrative proceeding under 29 CFR Part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to OEMR or to the WHD of the Department of Labor. The contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the OEMR, DOE, the contractor, or the WHD of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices —**

(i) **Apprentices —**

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the Project pursuant to 29 CFR § 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated

in 29 CFR § 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) ***Reciprocity of ratios and wage rates.*** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(5) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as OEMR or DOE may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower tier subcontractors, and may be subject to debarment, as appropriate.

(7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. § 3144(b) or 29 CFR § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. § 3144(b) or 29 CFR § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. § 1001.

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR Parts 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR Parts 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR Parts 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR Parts 1 or 3.

If Subrecipient has questions regarding when the Davis Bacon Act applies, wage determinations, or compliance monitoring, it shall contact OEMR.

19. Copeland “Anti-Kickback” Act

Subrecipients and its contractors and subcontractors shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The Copeland Act includes provisions that each subrecipient or contractor must be prohibited from inducing, by any means, any person employed in the construction completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Subrecipient shall report all suspected or reported violations to OEMR.

20. Contract Work Hours and Safety Standards Act

All contracts Subrecipient enters into under this Agreement that are in excess of \$100,000 and involve the employment of mechanics or laborers, and that are not exempt, shall include a provision for compliance with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5. Subrecipient shall comply with the following:

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1), the contractor, and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by 29 CFR 5.5(b)(1).

(3) ***Withholding for unpaid wages and liquidated damages*** —

(i) ***Withholding process.*** OEMR may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR § 5.5(b), any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR §5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) ***Priority to withheld funds.*** The Department of Labor has priority to funds withheld or to be withheld in accordance with 29 CFR § 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. §§ 3901–3907.

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR § 5.5(b)(1)-(5) and a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses in 29 CFR § 5.5(b)(1)-(5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

21. Debarment and Suspension

Subrecipient shall not award a contract to parties listed on the governmentwide exclusions in the System for Award Management (SAM) in accordance with 2 CFR Part 180 that implements Executive Orders 12549 and 12689. Subrecipient shall include a similar term or condition in all lower tier contracts and transactions.

22. Procurement of Recovered Materials

Subrecipient and its contractors shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable. Section 6002's requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the

preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

23. Domestic Preference Requirements / Buy America Requirement

The Request for Applications for Idaho EECBG limited applications total project costs to \$50,000. Projects qualify for the Small Grants Waiver and BABA should not apply.

Subrecipient shall comply with the Build America Buy America Act (“BABA”), under Subtitle IX of the IIJA, Public Law 177-8, and 2 CFR Part 184. Consistent with BABA and 2 CFR Part 184 (“Buy American Preferences for Infrastructure Projects”), none of the funds provided under this Agreement may be used for an “infrastructure project” unless all of the iron, steel, manufactured products, and construction materials used in the Project are produced in the United States or Subrecipient applies for a receives a waiver to the domestic content procurement preference requirement. Definitions of the above terms are found at 2 CFR § 184.3. Additional information and requirements of BABA are found in Attachment F, which is attached to and hereby incorporated into this Agreement.

Small Grants Waiver. DOE’s guidance of July 28, 2023, applies the Small Grants Build American Buy America (BABA WAV 2023-01) General Applicability Public Interest Waiver to the domestic content procurement requirement for subrecipient projects that are at or under the Simplified Acquisition Threshold of \$250,000. Projects over \$250,000 are not eligible for the Small Grants Build America Buy America waiver and will be subject to requirements under BABA under subtitle IX of the IIJA, Public Law 177-58, and 2 CFR Part 184. If Federal financial assistance provided by DOE is combined with any other financial assistance, such as cost match, then the waiver shall not apply.

The unintentional application of the waiver such as splitting of projects or other actions to keep below the threshold is prohibited. DOE may develop appropriate terms and conditions, execute financial monitoring, and perform other oversight precautions to mitigate the risk of misapplication of this waiver.

24. National Environmental Policy Act

DOE made a National Environmental Policy Act (NEPA) determination by issuing a categorical exclusion for all activities listed in its EECBG Application to DOE. DOE thereby authorized OEMR to use EECBG funds for defined project activities as long as OEMR complies with conditions DOE included in the Award’s Special Terms and Conditions. Consistent with those Special Terms and Conditions, Subrecipient shall immediately notify OEMR of (a) extraordinary circumstances; (b) cumulative impacts or connected actions that may lead to significant effects on the human environment; or (c) any inconsistency with the “integral elements” (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

25. Historic Preservation

Prior to expending funds under this Agreement to alter any structure or site, OEMR and Subrecipient shall comply with Section 106 of the National Historic Preservation Act. Subrecipient shall not take any action that results in an adverse effect to historic properties pending compliance with Section 106. OEMR and DOE have executed Historic Preservation Programmatic Agreement (Attachment E). Subrecipients must adhere to all the stipulations of that Programmatic Agreement. Subrecipient shall immediately notify OEMR of any changes to the Project that deviate from what was originally submitted to the Idaho State Historic Preservation Office for consultation. Subrecipients shall review the online NEPA and Historic Preservation training at <https://www.energy.gov/cmei/articles/national-environmental-policy-act-and-historic-preservation-training-website-office>

26. Conflicts of Interest

Subrecipient shall comply with the requirements of DOE's Interim Conflict of Interest Policy for Financial Assistance (Interim COI Policy) found at: <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

By signing this Agreement, Subrecipient certifies to OEMR that Subrecipient is in compliance with all requirements in the Interim COI Policy. Subrecipient shall disclose, manage, and report conflicts of interest as per the Interim COI Policy. Subrecipient shall identify all significant financial conflicts of interest in writing to OEMR within 30 days of the effective date of this Agreement or when the Subrecipient identifies a significant financial interest. OEMR will then proceed to evaluate the significant financial conflict of interest consistent with the OEMR Conflict of Interest Policy for DOE Awards.

27. Fraud, Waste, and Abuse

Subrecipient shall timely disclose in writing to DOE or OEMR all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award consistent with 2 CFR § 200.113 (2024). Failure to make required disclosure can result in any of the remedies described in 2 CFR § 200.339 (2024) (See also 2 CFR Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313).

Reports of fraud, waste, or abuse can be made to OEMR, DOE, or directly to the Office of the Inspector General. The Office of the Inspector General Hotline phone number is 1-800-541-1625. The Office of the Inspector General maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement at 1-00-541-1625 or ighotline@hq.doe.gov, or visit <https://www.energy.gov/ig/ig-hotline>.

28. Incurred Costs Reporting, Tracking, and Segregation

Subrecipient shall keep separate records for IJJA funds and ensure those records comply with IJJA requirements.

29. Indemnification

- a. Subrecipient shall indemnify, defend, and save harmless the State of Idaho, OEMR and its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorney fees, and suits whatsoever caused by, arising out of, or in connection with Subrecipient or Subrecipient's subcontractors' acts or omissions under the Agreement, or Subrecipient or its subcontractors' failure to comply with any State or federal statute, law, regulation, or rule during performance or applicable to the performance of the Agreement.
- b. All express representations, indemnifications, or limitations of liability made in or given to this Agreement will survive the completion of this Project under this Agreement or the termination of this Agreement for any reason.
- c. Upon receipt of the State's tender of indemnity and defense, Subrecipient shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend and save harmless the State. Subrecipient's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under the Agreement. Subrecipient shall not be required to hold the State harmless for damages attributed to OEMR in a final order issued by a court of competent jurisdiction. If it is determined by a final judgement that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State, to the extent funds are legally available therefore, shall reimburse Subrecipient for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to the paragraph below.
- d. Any legal defense provided by Subrecipient to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code §§ 67-1401(13) and 67-1409(1).

30. Responsibility for Acts and Omissions

Each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party. With respect to any claim or action arising out of this Agreement, each party shall only be liable for payment of that portion of any and all claims, liabilities, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions or omissions of itself and its employees.

31. Fiscal Necessity and Non-Appropriation

This Agreement is federally funded. It is understood and agreed that OEMR and the

State of Idaho are governmental entities and that the OEMR's payments herein provided for shall be paid from federal funding sources and pursuant to Idaho State Legislative appropriations. The Legislature of the State of Idaho is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way be construed to bind OEMR or the State of Idaho beyond the term of any particular appropriation or award of funds by the Legislature of the State of Idaho, United States Congress, DOE, or any other federal agency or entity, as may exist from time to time, or beyond the term of any particular spending authority of federal funds by the Legislature of the State of Idaho.

OEMR reserves the right to terminate this Agreement, in whole or in part, if, in its sole judgement, the Legislature of the State of Idaho, United States Congress, DOE, or other applicable federal agency or entity, withdraws or freezes the State's federal funding or fails, neglects, or refuses to appropriate or provide sufficient funds, including any sequestration of funds pursuant to federal law, as may be required to continue payments under this Agreement, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. Neither OEMR or the State of Idaho shall be required to transfer funds between accounts if funds are reduced or unavailable.

Any termination under this section shall take effect on 10 days written notice to Subrecipient. Upon any such termination, all affected future rights and liabilities of the parties shall thereupon cease, and neither OEMR nor the State of Idaho shall be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

32. Required Certifications

- a. **Boycott of Israel.** Pursuant to Idaho Code § 67-2346, if payments under the Agreement exceed \$100,000 and contractor employs 10 or more persons, Subrecipient will ensure that contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.
- b. **Ownership or Operation by China.** Pursuant to Idaho Code § 67-2359, Subrecipient shall require each contractor to certify that contractor is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
- c. **Boycott of Certain Industries.** Pursuant to Idaho Code § 67-2347A, Subrecipient shall require each contractor to certify that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company: (1) engages in or supports the

exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) engages in or supports the manufacture, distribution, sale or use of firearms, as defined in § 18-3302(2)(d), Idaho Code. The definitions in Idaho Code § 67-2347A shall apply to the terms in this provision, including through reference to another section of Idaho Code.

- d. **No Public Funds for Abortion Act.** The State of Idaho, a county, a city, a public health district, or any local political subdivision thereof is subject to the No Public Funds for Abortion Act, Idaho Code Title 18, Chapter 87 and this provision is included in the Agreement to aid in compliance. Subrecipient shall not utilize funds under this agreement for any purpose that would violate the No Public Funds for Abortion Act. Subrecipient shall require all contractors to disclose, unless they are within one of the exemptions, if the contractor will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the No Public Funds for Abortion Act for definitions of the terms used in this section.

33. No Personal Liability

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

34. Relationship of the Parties

OEMR and Subrecipient do not intend to create an employer and employee relationship with this Agreement. Subrecipient shall be responsible to withhold all monies required by law for Federal Insurance Contributions Act and income tax purposes.

35. Insurance

Subrecipient shall be self-insured or maintain insurance of the types and in the amounts typically maintained by professionals in the same or similar field as the Subrecipient, including, but not limited to, comprehensive generally liability insurance, professional malpractice insurance and workers' compensation insurance if required under the law. Such insurance shall be maintained with insurance companies properly license to do business in Idaho unless otherwise agreed upon in writing by OEMR.

36. Assignment of Benefits and Delegations of Duties

Subrecipient shall not transfer, assign, or pledge any beneficial interest in this Agreement to any other person or entity without OEMR's prior written consent. Subrecipient may enter contractual arrangements with third parties as it deems advisable to assist it in meeting its

responsibilities under this Agreement.

37. Amendments

Unless otherwise expressly allowed in this Agreement, no waiver, modification, or amendment of this Agreement shall be valid unless in writing duly executed by both parties. Either Party may propose an amendment to this Agreement in writing to the other Party. To propose an amendment, Subrecipient shall submit a written request to OEMR that must include the proposed change and the reasons for the change. Amendments will only become effective and part of this Agreement upon signature by both Parties. In no case shall the nature or purpose of the Project be amended from what was generally described in the application.

38. Public Records

Pursuant to Idaho Code § 74-101 *et seq.*, information or documents OEMR receives from Subrecipient may be open to public inspection and copying unless exempt from disclosure. Subrecipient shall clearly mark any individual documents it believes are exempt from disclosure as exempt from disclosure, cite to the provision in Idaho Code Subrecipient believes applies to the document, and include a short explanation of why Subrecipient believes that exemption applies to the marked document. Subrecipient's failure to designate any document that is released by OEMR shall constitute a complete waiver of all claims for damages caused by such a release.

39. Non-waiver Breach

Any waiver by OEMR of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive OEMR of the right to seek any other appropriate legal or equitable remedy.

40. Severability

If any term of this Agreement is held invalid or unenforceable for any reason, the remaining terms of this Agreement shall remain in force. Any termination, cancellation, or expiration of this Agreement notwithstanding, provisions which are intended to survive shall continue.

41. Counterparts

This Agreement may be executed in counterpart original. Each copy will have the same force and effect as though signed by all Parties.

42. Headings

The headings have been inserted for convenience only and are not to be considered when interpreting the Agreement.

43. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Idaho. OEMR and Subrecipient consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the Agreement.

44. Sovereign Immunity

Nothing contained herein shall be deemed to constitute a waiver of the State or OEMR's sovereign immunity, which immunity is hereby expressly reserved.

45. Notice

Any notice given in connection with this Agreement shall be in writing and delivered to the other party by e-mail or certified mail, return receipt requested at the addresses below.

OEMR contacts for notice:

Cally Younger, Administrator
Cally.younger@oer.idaho.gov
(208) 332-1671

Cc: Louie Konkol, Financial Manager
Louie.konkol@oer.idaho.gov
(208) 332-1662

Address:

Idaho Governor's Office of Energy and Mineral Resources
304 N. 8th St. Suite 242
Boise, ID 83720
Main Phone #: (208) 332-1660

Subrecipient contacts for notice:

Lisa Horowitz, City Administrator
lisa.horowitz@haileycityhall.org
(208) 788-4221

Address:

115 S Main Street, Suite H
Hailey, Idaho 83333

Either party may change its contacts or address by giving written notice of the change to the other party in accordance with this section.

46. Flow Down Requirement

Subrecipient shall apply the appropriate terms and conditions of this Agreement to all its contractors and subcontractors and to require their strict compliance therewith.

47. No Construction Against Drafter

Each Party acknowledges that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Accordingly, no provision of this Agreement shall be construed or interpreted against any Party based on the contention that the Agreement or any portion hereof was purportedly drafted or prepared by that Party.

48. Authority to Execute

The individuals executing this Agreement on behalf of their respective parties hereby represent and warrants that they have the right, power, and appropriate authority to enter into this Agreement on behalf of the entity for which they sign below.

IN WITNESS THEREOF, the Parties' authorized representatives have executed this Agreement on the date specified below.

STATE OF IDAHO OFFICE OF ENERGY AND MINERAL RESOURCES Signature: _____ Cally Younger Administrator Date: _____	CITY OF HAILEY Signature: _____ Name: _____ Its: _____ Date: _____
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Attachment A- Budget Information Worksheet

Applicant Name: City of Hailey

BUDGET INFORMATION

SECTION A - BUDGET SUMMARY		
Budget Totals		
Activity (a)	Activity Total (b)	
1.) Wastewater Treatment Plant Solar		
SECTION B - BUDGET CATEGORIES		
Budget Categories	Amount	Total
a. Personnel	\$ -	\$ -
b. Fringe Benefits	\$ -	\$ -
c. Travel	\$ -	\$ -
d. Equipment	\$ -	\$ -
e. Supplies	\$ -	\$ -
f. Contractual	\$ 49,983.54	\$ 49,983.54
g. Construction	\$ -	\$ -
h. Other	\$ -	\$ -
i. Total Direct Charges <i>(sum of a-h)</i>	\$ 49,983.54	\$ 49,983.54
j. Indirect Charges	\$ -	\$ -
k. TOTALS <i>(sum of i and j)</i>	\$ 49,983.54	\$ 49,983.54

Attachment B- Standard Federal Provisions

OFFICE OF ENERGY AND MINERAL RESOURCES

STANDARD FEDERAL PROVISIONS

For Agreements Funded by the

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM

Subrecipient agrees to comply with all applicable federal laws including, but not limited to, those referenced in this Attachment A. This Attachment B includes two main sections of references to federal laws. These are:

- National Policy Assurances; and
- Special Terms and Conditions.

Subrecipient understands and agrees that the funds provided by OEMR pursuant to this Agreement, of which this Attachment A is a part, are received from the federal government and that federal law restricts the use of such funds. Any apparent inconsistency between Federal statutes and regulations and the terms and conditions in this Agreement must be referred to OEMR for guidance.

SECTION ONE

SPECIAL TERMS AND CONDITIONS

As a condition of Award DE-SE0000166, OEMR agreed to apply the Award's terms and conditions, as applicable including the intellectual property provisions, to all subrecipients (and subcontractors, as appropriate) as required by 2 C.F.R. 200.101. OEMR must require their strict compliance therewith. Further, OEMR must apply the Award terms required by 2 C.F.R. 200.327 to all subrecipients (and subcontractors, as appropriate) and to require their strict compliance therewith. By signing this Agreement, Subrecipient agrees to the following:

1. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing OEMR's use of federal funds and its subrecipients. Based on all information Subrecipient provided, OEMR has determined the Scope of Work falls under the bounded categories categorically excluded by DOE and requires no further NEPA review, absent extraordinary circumstance, cumulative impacts, or connected actions that may lead to significant impacts on the environment. Subrecipient is thereby authorized to use federal funds for the defined project activities.

However, Subrecipient remains responsible for:

- Identifying and promptly notifying OEMR of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment; and
- Compliance with Section 106 of the National Historic Preservation Act (NHPA), as applicable.

2. Intellectual Property

Intellectual property rights are subject to 2 C.F.R. 200.315.

3. Sense of Congress Regarding the Purchase of American-Made Equipment and Products

It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with EECBG funds should be American-made.

4. Lobbying

None of the funds obligated in the Agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Subrecipient or subcontractors that apply or bid for an award exceeding \$100,000 must file with OEMR certification required by the Byrd Anti-Lobbying Amendment. Subrecipient shall certify that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. 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, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352, Subrecipient shall complete and submit the SF Form LLL, "Disclosure of Lobbying Activities."

5. Publications

Publications arising out of, or relating to, work performed under this Award, whether copyrighted or not, shall include the following acknowledgement:

- *Acknowledgement:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DESE0000166."

Subrecipient should make every effort to include the full Legal Disclaimer, below. However, in the event Subrecipient is constrained by formatting and/or page limits set by the publisher, the abridged Legal Disclaimer, below, is an acceptable alternative.

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumed any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government of any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

• *Abridged Legal Disclaimer:* "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

6. Nondisclosure and Confidentiality Agreements Assurances

By entering into this Agreement, Subrecipient attests that it does not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Reports can be made to OEMR, DOE, or directly to the Office of the Inspector General. The Office of the Inspector General Hotline phone number is 1-800-541-1625.

7. Property Standards

The complete text of the Property Standards can be found at 2 C.F.R. 200.310 through 200.316.

8. Insurance Coverage

See 2 C.F.R. 200.310 for insurance requirements for real property and equipment acquired or improved with federal funds.

9. Real Property

Subject to the conditions set forth in 2 C.F.R. 200.311, title to real property acquired or improved under a federal award will conditionally vest upon Subrecipient's acquisition. Subrecipient cannot encumber this property and must follow 2 C.F.R. 200.311 's requirements before disposing of the property.

Except as otherwise provided by federal statutes or by DOE, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, Subrecipient must obtain disposition instructions from DOE or OEMR. Additional requirements pertaining to real property acquired or improved under a Federal award can be found in 2 C.F.R. 200.311.

10. Equipment

Subject to 2 C.F.R. 200.313's conditions, title to equipment (property) acquired under a federal award will conditionally vest upon acquisition with Subrecipient. Subrecipient cannot encumber this property and must follow 2 C.F.R. 200.313 's requirements before disposing of the property.

A state must use equipment acquired under a federal award by the state in accordance with state law procedures.

Subrecipient must use equipment in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specific in 2 C.F.R. 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 C.F.R. 200.313(d).

When equipment acquired under a federal award is no longer needed, Subrecipient must obtain disposition instructions from DOE or OEMR. Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Subrecipient may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 C.F.R. 200.313 and 2 C.F.R. 200.439 for additional requirements pertaining to equipment acquired under a federal award.

11. Supplies

See 2 C.F.R. 200.314 for requirements pertaining to supplies acquired under a federal award. See also 2 C.F.R. 200.453 materials and supplies costs, including costs of computing devices.

12. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 C.F.R. 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a federal award.

13. Record Retention

Subrecipient is required to retain records relating to this Agreement consistent with 2 C.F.R. 200.334 through 200.338.

14. Audits

a. Government-Initiated Audits.

Subrecipient is required to provide any information, documents, site access, or other assistance requested by DOE or federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to Subrecipient's records relating to this Award.

Consistent with 2 C.F.R. part 200 as amended by 2 C.F.R. part 910, DOE may audit OEMR or Subrecipient's financial records or administrative records relating to this Contract at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Agreement, if applicable). Upon completion of the audit, Subrecipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the award closeout, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

b. Annual Compliance Audits.

Subrecipient is required to comply with the annual compliance audit requirements in 2 C.F.R. 200.500 through 521 for institutions of higher education, nonprofit organizations and state and local governments. The annual compliance audits are independent from Government-initiated audits discussed in paragraph (a) of this Term, and must be paid for by Subrecipient. To minimize expense, Subrecipient may have a compliance audit in conjunction with its annual audit of financial statements.

15. Indirect Costs.

If Subrecipient claims indirect costs, Subrecipient's indirect costs must be appropriately managed, allowable, and comply with this Agreement's requirements and 2 C.F.R. 200 as amended by 2 C.F.R. part 910.

16. Decontamination and/or Decommissioning (D&D) Costs.

Notwithstanding any other provisions of this Agreement, the United States Government and the State of Idaho shall not be responsible for or have any obligation to Subrecipient for (i) Decontamination and/or Decommissioning (D&D) of any of Subrecipient's facilities, or (ii) any costs which may be incurred by Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

17. Use of Program Income.

If Subrecipient earns program income during the project period as a result of this Agreement, Subrecipient must add the program income to the funds committed to the Agreement and used to further eligible project expenses.

18. Unauthorized Drawdown of Federal Funds.

Subrecipient shall promptly, but at least quarterly, remit to DOE interest earned on advance drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the federal government per 2 C.F.R. 200.305, as applicable.

19. Unique Entity Identifier/ SAM Registration.

Subrecipient has provided OEMR Subrecipient's assigned Unique Entity Identifier (UEI) and active registration within the System for Award Management (SAM) (<http://www.sam.gov>). OEMR cannot make awards to Subrecipient unless Subrecipient has provided its UEI number to OEMR. Pursuant to 2 C.F.R. 25, Subrecipient will maintain an active registration with SAM throughout the subaward's lifetime. Subrecipient shall review and update its information at least annually, and more frequently if required by changes in its information or another award term.

20. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Pursuant to 2 C.F.R. 200.216, Subrecipient is prohibited from obligating or expending project funds (federal and non-federal funds) to procure or obtain; extend or renew a contract or procure or obtain; or enter into a contract (or extend or new a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as part of any system. As described in Public Law 115-232, section 889, covered telecommunications

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

21. Potentially Duplicative Funding Notice.

If Subrecipient has or receives any other award of federal funds for activities that potentially overlap with the activities funding under this Agreement, Subrecipient must notify OEMR in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more identical cost items under this Agreement. OEMR will use Subrecipient's notice to promptly notify DOE in writing of the same. If there are identical cost items, OEMR must promptly notify the DOE contracting officer in writing of the potential duplication and eliminate any in appropriate duplication of funding.

22. Transparency of Foreign Connections

Subrecipient must notify OEMR within ten (10) business days of learning of the following:

(1) The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;

(2) Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk of foreign entity based in a country of risk;

(3) Any current or pending change in ownership structure of Subrecipient that increases foreign ownership related to a country of risk;

(4) Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;

(5) Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and

(6) Any current or pending foreign business entity, offshore entity, or entity outside the United States related to Subrecipient.

23. Foreign Collaboration Considerations.

Subrecipient must provide OEMR with advanced written notice of any potential collaboration with foreign entities, organizations, or governments in connection with this Agreement. Subrecipient must await further guidance from OEMR prior to contacting the proposed foreign entity, organization, or government regarding the potential collaboration or negotiating the terms of any potential agreement.

24. Foreign National Participation.

If Subrecipient or its subcontractors anticipates involving foreign nationals in the performance of this award, Subrecipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. DOE will notify OEMR if this information is required. DOE may deny a foreign national's participation in the Award. Likewise, DOE may deny a foreign national's access to DOE sites, information, technologies, equipment, programs, or personnel.

25. Post-award Due Diligence Reviews.

During the Award's life, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event DOE identifies a risk, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

SECTION TWO

NATIONAL POLICY ASSURANCES

Subrecipient makes these assurances to the federal government. In any case where, and to the extent that OEMR is the enforcer of any of the laws which Subrecipient hereby assures compliance with, the assurance is made also to OEMR. By signing this Agreement, Subrecipient agrees to:

1. Nondiscrimination.

Comply with applicable provisions of the following national policies prohibiting:

- Discrimination on the basis of race, color, or national origin as required by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, as implemented by DOE at 10 CFR Part 1040.
- Discrimination on the basis of race, color, religion, sex, or national origin against any person employed by or seeking employment with Government contractors or contractors performing under Federally assisted construction contracts as required by Exec. Order No. 11,246, as implemented by Department of Labor regulations at 41 CFR Part 60.
- Discrimination on the basis of age as required by the Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.*, as implemented by the Department of Health and Human Services regulations at 45 CFR part 90 and DOE at IO CFR Part 1040.
- Discrimination on the basis of handicap as required by Section 504 of the 1973 Rehabilitation Act, 29 U.S.C. § 794, as implemented by Department of Justice regulations at 28 CFR Part 41 and DOE at IO CFR Part 1040.

- Failure to provide handicap access in the construction or alternation of building or facilities, except those restricted to use only by able-bodies uniformed personnel as required the Architectural Barriers Act of 1968, 42 U.S.C. § 4151, *el seq.*
- Failure to comply with the Americans with Disabilities Act, 42 U.S.C. § 12101, *el seq.*
- Discrimination on the basis of religion as outlined in Executive Order 13798 and the Attorney General's Memorandum of October 6, 2017, as implemented at 2 C.F.R. 200.300.

2. Environmental Standards.

Comply with the applicable provisions of the following laws and regulations:

- Clean Air Act, 42 U.S.C. § 7401 *el seq.*
- Clean Water Act, 33 U.S.C. § 1251 *et seq.*
- The Resource Conservation and Recovery Act (RCRA) 42 U.S.C. § 6901 *et seq.*

3. Potential Environmental Impacts.

Comply with the applicable provisions of the following laws and regulations:

- The quality of the human environment as required by National Environmental Policy Act, 42 U.S.C. § *et seq.*, as implemented by DOE at 10 C.F.R. Part 1021.
- Flood-prone areas and wetlands as required by the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 *et seq.*, as implemented by DOE at 10 C.F.R. Part 1021, which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas.
- Existing or proposed components of the national Wild and Scenic Rivers System as required by Wild and Scenic Rivers Act, 16 U.S.C. § 1271 *el seq.*
- Underground drinking water as required by the Safe Drinking Water Act, 42 U.S.C. §300h-3.
- All property listed or eligible for listing on the National Register of Historic Places affected by this award, as required by the National Historic Preservation Act of 1966, 16 U .S.C. § 4 70f (regarding grant administration).

4. Lobbying Prohibitions.

Conduct activities in accordance with the following lobbying laws, regulations, and policies:

- Prohibit political activity of state and local employees whose employment is connected to and financed with Federal funds, including but not limited to running in partisan elections, use of official authority to affect the results of an election, or coercing a state or local employee for political purposes as required by An Act to Prevent Pernicious Political Activities ("Hatch Act" of 1939), 5 U.S.C. §§151-1508, 7324-7326.
- Prohibit lobbying by nonprofit organizations, as defined in 26 U.S.C. § 501(c)(4) as required by the Lobbying disclosure Act of I 995, 2 U.S.C. § 1601 *et seq.* (*see particularly* § 1611).
- Prohibit any member of Congress being party to, or benefiting from the funding agreement as required by 41 U.S.C. § 6306.

5. Health and Safety.

Comply with the following health and safety laws, regulations, policies, and requirements:

- Occupational Safety and Health Administration standards for laboratories engaged in the use of hazardous chemicals as required by 29 C.F.R. § 1910.1450.
- Prohibition on text messaging while driving on government business or in a government owned vehicles as required by Exec. Order No. 13,513; 74 Fed. Reg. 51,225 (Oct. 1, 2009) ("Federal Leadership on Reducing Text Messaging While Driving).
- Increasing Seat Belt Use in the United States Executive Order 13042, dated April 16, 1997.

6. National Security.

Comply with the following national security laws, regulations, policies, and requirements:

- Cooperate with the Government in blocking and prohibiting transaction with persons who commit, threaten to commit, or support terrorism as required by Exec. Order No. 13,224; 66 Fed. Reg. 49,079 (Sept. 23, 2001) ("Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism").
- Use a uniform system for classifying, safeguarding, and declassifying national security information as required by Exec. Order No. 13,526; 75 Fed. Reg. 707 (Dec. 29, 2009) ("Classified National Security Information").

7. Live Organisms.

Comply with applicable provisions of these national policies concerning live organisms:

- The Common Federal Policy for Protection of Human Subjects, as codified by DOE at 10 C.F.R. Part 745 and 45 C.F.R. Part 46.
- Rules of the Departments of Interior (50 C.F.R. Parts 10-24) and Commerce (50 C.F.R. Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. § 1531-1543); Marine Mammal Protection Act (16 U.S.C. §1361-1384); Lacey Act (18 U.S.C. § 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.

8. Additional Policies.

Comply with the following:

- Use the metric system as required 10 C.F.R. 71. § 600.306; Metric Conversion Act of 1975, 15 U.S.C. § 205a et seq.; Exec. Order No. 12,770, 56 Fed. Reg. 35,801 (July 29, 1991) ("Metric Usage in Federal Government Programs").
- Prohibit the use, possession, sale, distribution, or manufacture of illegal drugs in the workplace as required by Drug-Free Workplace Act, 41 U.S.C. § 8101 *et seq.*; 2 C.F.R. Part 902.
- Exclude any person or company who is debarred or suspended based on fraud, waste, or poor performance from Federal financial and nonfinancial assistance and benefits as

required by 42 U.S.C. 1870(a); Section 2455, PL 103-355, 108 Stat. 3327, Executive Order 12549, Executive Order 12689.

- Prohibit knowingly presenting, or causing the presentation of, a false or fraudulent claim for payment or approval to an officer or employee of the U.S. Government as required by Civil False Claims Act, 31 U.S.C. § 3729(a); Criminal False Claims Act, 18 U.S.C. § 287; 18 U.S.C. § 1001; False Claims Act, 31 U.S.C. §§ 3729-33; Program Fraud and Civil Remedies Act, 31 U.S.C. § 3801 *et seq.*
- Register for a UEI number as required by 2 C.F.R. Part 25.
- Register with the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) and report to FSRS the names and total compensation of each of the prime recipient's five most highly compensated executives and the names and total compensation of each subrecipient's five most highly compensated executives as required by 31 U.S.C. § 6101 note); 2 C.F.R. Part 170.
- Take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. 2 C.F.R. 200.321.
- The Paperwork Reduction Act, 44 U.S.C. § 3501 *et seq.*
- Perform air transport of people or property involving a country other than the United States with a U.S. carrier or under a cost-sharing arrangement with a U.S. flag carrier as required by International Air Transportation Fair Competitive Practice Act ("Fly America Act"), 49 U.S.C. §40118.
- Prohibit trafficking in persons as required by Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7101 *et seq.* (*see particularly* § 7104(g)); 2 C.F.R. Part 175.
- Protect whistleblowers, as required by 41 U.S.C. § 4712, as amended by Public Law 112-239
- At least fifty (50) percent of equipment, materials, or commodities procured and transferred by ocean vessel must be transported on privately owned U.S. commercial vessels as required by 46 C.F.R. § 381.7.
- Prohibit smoking within any indoor facility owned or leased or contracted for and utilized for provision of routine or regular kindergarten, elementary, or secondary education or library services to children as required by the Pro Children Act, 20 U.S.C. § 7183.
- Provide of fair and equitable relocation to persons displaced from their homes, businesses, or farms by federally funded or assisted programs as required by Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. § 4601 *et seq.*; 49 C.F.R. Part 24.
- Copeland Act, 40 U.S.C. § 4135
- Davis-Bacon Act 42 U.S.C. § 3141 *et seq.*
- Earthquake and Hazard Reduction Act, 42 U.S.C. § 7701 *et seq.*, Executive Order 12699
- States, local governments, and other public entities may not condition subawards in a manner that would disadvantage grant applicants based on religious character. Executive Order 13559.
- Federal Technology Transfer Act, 15 U.S.C. § 63
- Freedom of Information Act, 5 U.S.C. § 552
- Limited English Proficiency, Executive Order 13,166
- Return of Native American cultural items to their respective peoples as required by the Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001 *et seq.*

Attachment C- Wage Determination

"General Decision Number: ID20260009 01/30/2026

Superseded General Decision Number: ID20250009

State: Idaho

Construction Type: Building

County: Blaine County in Idaho.

Modification Number	Publication Date
0	01/02/2026
1	01/30/2026

BRID0003-002 06/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 30.00	17.78

* ELEC0449-005 12/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 40.00	18.74

IRON0732-002 06/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 33.37	22.98

LAB00155-004 01/01/2025

	Rates	Fringes
LABORER (MASON TENDER-Cement/Concrete).....	\$ 33.93	16.50

PLUM0296-003 06/01/2024

	Rates	Fringes
PLUMBER.....	\$ 39.90	18.67

ROOF0200-002 06/01/2025

	Rates	Fringes
ROOFER.....	\$ 29.02	19.90

SHEE0055-005 06/01/2025

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 39.20	23.59

TEAM0483-002 01/01/2025

	Rates	Fringes
TRUCK DRIVER (WATER TRUCK) GROUP 3.....	\$ 35.00	17.00

	Rates	Fringes
CARPENTER.....	\$ 23.84	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.76	2.80
HVAC MECHANIC: DUCT INSTALLATION.....	\$ 23.63	6.63
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 20.13	1.80
LABORER: Common or General.....	\$ 14.82	0.00
LABORER: Pipelayer.....	\$ 14.26	0.00
LABORER: Tamper (Hand Held).....	\$ 15.00	5.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.96	4.42
OPERATOR: Crane.....	\$ 27.29	10.53
PAINTER: Brush, Roller and Spray.....	\$ 16.12	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.82	2.18

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including
 preventive care; to assist a family member (or person who is
 like family to the employee) who is ill, injured, or has other
 health-related needs, including preventive care; or for reasons
 resulting from, or to assist a family member (or person who is
 like family to the employee) who is a victim of, domestic
 violence, sexual assault, or stalking. Additional information
 on contractor requirements and worker protections under the EO
 is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts
 subject to the Davis-Bacon Act that were awarded on or between
 January 1, 2015 and January 29, 2022, and that have not been
 renewed or extended on or after January 30, 2022. Executive
 Order 13658 does not apply to contracts subject only to the
 Davis-Bacon Related Acts regardless of when they were awarded.
 If a contract is subject to Executive Order 13658, the
 contractor must pay all covered workers at least \$13.30 per

hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this

classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
--75--

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Attachment D- Idaho EECBG Statement of Work

Statement of Work for Non-tribal Energy Efficiency and Conservation Block Grant (EECBG) Applicants with a Historic Preservation Programmatic Agreement (PA)* Requesting Expedited Reviews for Projects with Possible Ground Disturbing Activities

Please check applicable boxes. Note-All boxes must be checked to use this statement of work.

<input type="checkbox"/>	I represent a <u>non-tribal</u> organization.
<input type="checkbox"/>	My organization will not fund project activities on tribal lands or tribally owned structures.**
<input type="checkbox"/>	My organization is proposing to complete potentially <u>ground disturbing</u> activities.
<input type="checkbox"/>	My organization is located in AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC,FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH,OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, or VI.
<input type="checkbox"/>	I understand I am required to review the NEPA and Historic Preservation training website: www.energy.gov/node/4816816 and contact my DOE project officer with any questions before initiating project activities.
<input type="checkbox"/>	I understand I am required to review my NEPA determination (the DOE form that documents DOE’s environmental review of a project activities) and historic preservation programmatic agreement* once I have an approved award from the DOE Contracting officer. I will contact my DOE project officer with questions on my award documents.
<input type="checkbox"/>	I understand this statement of work requires quarterly submission of NEPA documentation, in the form of a NEPA log. Sample NEPA logs can be found at: www.energy.gov/node/4816816

By signing below, the _____ (enter Applicant organization) provides assurance that it shall only fund projects (including subgrants) that fall within the Bounded Categories listed below and, will follow all restrictions defined below.

Bounded Categories including Blueprint activities:

1. Energy Planning limited to:
 - a. Energy data collection to assist in reducing fossil fuel emissions, reducing total energy use, or improving energy efficiency
 - b. Develop energy vision, goals, and strategies
 - c. Stakeholder engagement, education, and outreach
 - d. Write, adopt, and publicize energy plan
 - e. Development of energy efficiency and conservation strategies, project-specific plans that may require feasibility studies, preparation of preliminary project design, outreach, and technical support to state agencies, local governments, and affected stakeholders. All project activities identified from these planning efforts and funded from this ALRD must be listed within the Bounded Categories. Projects not listed within these Bounded Categories would require submission of an Environmental Questionnaire (EQ-1).

- f. Development and implementation of programs and strategies to encourage energy efficiency and renewable energy such as policy development and stakeholder engagement.
2. Development and implementation of classroom or virtual training programs.
3. Energy Efficiency Audits limited to:
 - a. Building energy assessments
 - b. Energy audits
4. Development and implementation of building codes including inspection services, and associated activities to support code compliance and promote building energy efficiency.
5. Building Energy Efficiency: Funding commercially available energy or water efficiency or renewable energy upgrades, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), or all projects are installed in or on existing buildings, do not require structural reinforcement, or tree removal, are appropriately sized, and are limited to:
 - a. Installation of insulation
 - b. Installation of energy efficient lighting
 - c. HVAC upgrades (to existing systems)
 - d. Weather sealing
 - e. Purchase and installation energy/water efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
 - f. Retrofit of energy efficient pumps and motors, for such uses as (but not limited to) wastewater treatment plants, where it would not alter the capacity, use, mission, or operation of an existing facility.
 - g. Retrofit and replacement of windows and doors.
6. Development, implementation, and installation of onsite renewable energy technology, provided that projects are installed in or on an existing building or within the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), do not require structural reinforcement, no trees are removed, are appropriately sized, and are limited to:
 - a. Solar Electricity/Photovoltaic—appropriately sized system or unit not to exceed 60 kW.
 - b. Wind Turbine—20 kW or smaller.
 - d. Solar Thermal (including solar thermal hot water)—system must be 200,000 BTU per hour or smaller.
 - e. Ground Source Heat Pump—5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop system.
7. Biomass Thermal—3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.

8. Installation of fueling pumps and systems for fuels such as compressed natural gas, hydrogen, ethanol, and other commercially available biofuels, (but not storage tanks) installed on the site of a current fueling station
9. Purchase of alternative fuel vehicles
10. Energy Savings Performance Contracts for Efficiency and Electrification identification in Municipal Buildings limited to:
 - a. Explore potential future financing options
 - b. Procurement (of performance contractor) and legal support/technical assistance
11. Building Efficiency & Electrification Campaign Activities for Low Income Residential or Small Commercial limited to:
 - a. Communications and website development
 - b. Program education, outreach, and advertising
 - c. Procurement & legal support/technical assistance
12. Building Performance Standards limited to:
 - a. Stakeholder Engagement, education, and outreach
 - b. Benchmarking
 - c. Metric Selection and Target Setting
 - d. Determine Compliance and Enforcement Approach
13. Solar (and battery storage) Power Purchase Agreement development including:
 - a. Site assessment
 - b. Project savings assessment
 - c. Procurement & legal support
14. Development and installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective Applicant's DOE executed Historic Preservation PA, are installed in or on an existing building, or within the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), does not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.
15. Community Solar activities limited to:
 - a. Stakeholder engagement, education, and outreach
 - b. Site assessment
 - c. Procurement of developer & legal technical support
 - d. Program education, outreach, and advertising
 - e. Communications and program promotion, including website development for sign up and public education
 - f. Procurement of contractor & legal technical support
 - g. Stakeholder engagement through education and outreach
 - h. Development, and installation of onsite renewable energy technology, provided that activities adhere to the requirements of the respective Applicant's DOE executed Historic Preservation Programmatic Agreement, are installed in or on an existing building, or within the boundaries of a facility (defined as an already disturbed area due to regular

ground maintenance), do not require structural reinforcement, no trees are removed, are appropriately sized, and are limited to solar electricity/photovoltaic systems—not to exceed 60 kW.

16. Solarize Campaign limited to:

- a. Design program details, including financing options for customers
- b. Procurement of developer & legal technical support
- c. Program education, outreach, and advertising

17. Renewable Resource Planning for Communities limited to:

- a. Plan development & publication
- b. Preliminary Siting planning and assessments
- c. Program education, outreach, and advertising

18. Electric Vehicles (EV) for Municipal Fleets limited to:

- a. Development of fleet replacement plan
- b. Development of charging plan including cost assessment of electric bill
- c. Development of utility data sharing agreement
- d. Procurement and legal technical support to purchase EVs and electric vehicle supply equipment (EVSE)
- e. Installation of EVSE, including testing measures to assess the safety and functionality of the EVSE, restricted to existing footprints and levels of previous ground disturbance, within an existing parking facility defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles. All activities must use reversible, non-permanent techniques for installation, where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity; place the EVSE in a minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and are limited to the current electrical capacity. This applies to Level 1, Level 2, or Level 3 (also known as Direct Current (DC) Fast Charging) EVSE.

19. EV Charging Infrastructure for the Community limited to:

- a. Stakeholder engagement through education and outreach
- b. Siting plan and site assessments
- c. Procurement and legal technical support to purchase EVSE
- d. Market analysis
- e. Installation of EVSE, including testing measures to assess the safety and functionality of the EVSE, restricted to existing footprints and levels of previous ground disturbance, within an existing parking facility defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles. All activities must use reversible, non-permanent techniques for installation, where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity; place the EVSE in a minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and are limited to the current electrical capacity. This applies to Level 1, Level 2, or Level 3 (also known as Direct Current (DC) Fast Charging) EVSE.

20. Sustainable Financing Solutions for Energy Projects and Programs limited to:

- a. Program design
- b. Legal support
- c. Communications and program promotion
- d. Program evaluation

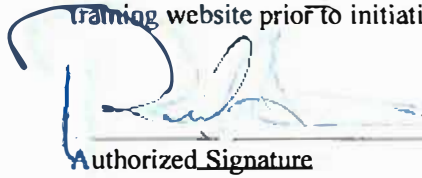
21. Workforce Development limited to:

- a. Curriculum development
- b. Program education, outreach, and advertising
- c. Paying trainers and trainees
- d. Providing trainee assistance including supplemental services

The Applicant is responsible for informing DOE of any extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment or any inconsistency with the "integral elements" from a particular project. See 10 C.F.R. 1021 Appendix B. The online NEPA and Historic preservation training at www.energy.gov/node/4816816 reviews these concepts.

Expedited NEPA review based on the NEPA Statement of Work and supporting documents does not preclude DOE from conducting stewardship activities, including audits, and site visits, or from exercising any other rights under the EECBG program.

By signing below, the Applicant, agrees to follow all the statements and restrictions in this document; review and follow the NEPA determination included in each Applicant's award documents when received; review the online NEPA and Historic preservation training at www.energy.gov/node/4816816; and submit quarterly NEPA logs. DOE has developed a NEPA and Historic Preservation training website with PowerPoint presentations, sample template documents (including a NEPA log, project scope of work, and a project layout), word document of an Environmental Questionnaire-1 (EQ1) and an EQ1 submission guide. Applicants are responsible for reviewing the online NEPA training and reviewing the sample documents provided at www.energy.gov/node/4816816 prior to initiating projects. Recipients must contact their DOE project officer with any questions. Subgrantees should also review the NEPA training website prior to initiating projects.



Authorized Signature

7/21/2023

Date

Name (Printed or typed): Richard Stover

Title (Printed or typed): Administrator

Organization (Printed or typed): Idaho Office of Energy and Mineral Resources

***Non-tribal Applicants with a PA are located in AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, or**

VI. DOE PAs and amendments can be found at: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>

****Any activities on tribal land or tribally owned structures require additional DOE review. I will contact my DOE project officer for instructions on submitting an Environmental Questionnaire for this review.**

Attachment E- Idaho Historic Preservation Programmatic Agreement

PROGRAMMATIC AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY, THE IDAHO OFFICE OF ENERGY RESOURCES, THE
IDAHO DEPARTMENT OF HEALTH AND WELFARE, AND
THE IDAHO STATE HISTORIC PRESERVATION OFFICE REGARDING EECBG, SEP AND WAP
UNDERTAKINGS

WHEREAS, the United States Department of Energy (DOE) administers the following financial assistance programs: *the Energy Efficiency and Conservation Block Grant Program* under the Energy Independence and Securities Act of 2007 (EECBG); *the State Energy Plan* under the Energy Policy and Conservation Act of 1975 and the State Energy Efficiency Programs Improvement Act of 1990 (SEP); and *the Weatherization Assistance Program* (WAP) for Low Income Persons under Title IV of the Energy Conservation and Production Act, the Energy Policy Act of 2005, the Energy Independence and Security Act of 2007, and the American Recovery and Reinvestment Act of 2009 (ARRA); collectively referred to as the "Programs";

WHEREAS, the unprecedented levels of funding available to the Programs, due in large measure to ARRA, has created a large volume of projects requiring expedited historic preservation reviews to ensure the timely obligation of funds, that create new jobs, and improve local and state economies;

WHEREAS, the Idaho State Historic Preservation Office (SHPO) is experiencing unprecedented numbers of requests for historic preservation review of undertakings funded by all Federal Agencies, including undertakings funded by the Programs;

WHEREAS, the Idaho Office of Energy Resources, and the Idaho Department of Health and Welfare (Recipients) are receiving financial assistance from DOE to carry out the Programs;

WHEREAS, there are DOE recipients in Idaho (other than the Idaho Office of Energy and the Idaho Department of Health and Welfare) (hereinafter "Direct Recipients") that also receive funding from DOE under the Programs;

WHEREAS, Direct Recipients may also utilize this PA to achieve compliance with Section 106 to the same extent as the Idaho Office of Energy and the Idaho Department of Health and Welfare (and any Subgrantees of Direct Recipients may utilize this PA to the same extent as the Subgrantees of the Idaho Office of Energy and the Idaho Department of Health and Welfare);

WHEREAS, the projects funded by the Programs are undertakings subject to review under Section 106 of the National Historic Preservation Act, 16 U.S.C 470f(NHPA) and its implementing regulations at 36 CFR part 800 and include rehabilitation, energy efficiency retrofits, renewables, and weatherization (undertakings);

WHEREAS, DOE has determined that these undertakings may adversely affect properties that are listed in or eligible for listing in the National Register of Historic Places (National Register) and subject to the requirements of the National Historic Preservation Act (NHPA);

WHEREAS, in accordance with 36 CFR 800.14(b)(4), the Advisory Council on Historic Preservation (the ACHP) has designated this Agreement as a Prototype Programmatic Agreement (PA), which does not require the participation or signature of the ACHP.

WHEREAS, DOE, the ACHP, and the National Conference of State Historic Preservation Officers (NCSHPO) have determined that the requirements of Section 106 can be more effectively and efficiently fulfilled if a programmatic approach is used to stipulate roles and responsibilities, exempt undertakings from Section 106 review, establish tribal protocols, facilitate identification and evaluation of historic properties, establish treatment and mitigation measures, and streamline the resolution of adverse effects;

WHEREAS, by memorandum dated August 28, 2009 (attached as Appendix C), DOE delegated certain tasks necessary for compliance with Section 106 of the NHPA to grantees and subgrantees of funding from the Programs (Recipients);

WHEREAS, according to the August 28, 2009 memorandum, the Recipients are authorized, to initiate Section 106 compliance in accordance with 36 CFR 800.2 (c) (4);

WHEREAS, the undertakings covered under this PA are not located on Tribal lands and are primarily smaller scale activities and routine projects, without the potential for adversely affecting historic properties, rather than complex undertakings with a greater potential to adversely affect historic properties, which would require completion of the typical Section 106 review process;

WHEREAS, DOE and the ACHP were guided by the principles set forth in the ACHP's Affordable Housing Policy statement, adopted on November 9, 2006, in negotiating this Programmatic Agreement upon which this PA is based;

NOW, THEREFORE, DOE, Recipients and the Idaho SHPO agree that the Programs shall be administered in accordance with the following stipulations to satisfy DOE's Section 106 responsibilities for all individual undertakings of the Programs:

I. Roles and Responsibilities

- A. DOE shall be responsible for providing oversight of the PA, executing PAs with SHPOs, participating in the resolution of disputes between the SHPO and the Recipients, and providing technical assistance and guidance as needed. DOE shall be responsible for government-to-government consultation with Indian tribes, unless the Indian tribe agrees to the delegation of this responsibility to a Recipient.
- B. The Recipients shall be responsible for consulting with consulting parties and conducting Section 106 reviews in a timely manner, preparing documentation for the SHPO and DOE, and maintaining records on undertakings. Undertakings that involve properties greater than fifty (45) years old and are not listed on either Appendices A or B shall be submitted to the SHPO for review in accordance with this Agreement.
- C. Recipients shall ensure that the provisions of this PA apply to its sub-awards.
- D. The Recipients are encouraged to use qualified professionals in conducting their Section 106 requirements.
- E. The SHPO shall be responsible for reviewing project documentation and participation in consultation as set forth in this PA.

- F. The ACHP shall be responsible for providing technical guidance, participating in dispute resolutions if appropriate, and monitoring the effectiveness of this PA.

II. Tribal Review

- A. Execution of this PA presumes that DOE will conduct its government-to government responsibilities with federal recognized Indian tribes or its Section 106 consultation requirements with Native Hawaiian Organizations (NHO) consistent with Federal laws and regulations. The Recipients shall not substitute for DOE in matters related to potential effects on historic properties of cultural and religious significance to Indian tribes, except with the concurrence of the Indian tribe or NHO.
- B. DOE acknowledges that Indian tribes possess special expertise in assessing the National Register eligibility of properties with tribal religious and cultural significance, and requires the Recipients to consult with them, as appropriate, in identifying historic properties listed in or eligible for listing in the Area of Potential Effect (APE) of program areas.
- C. If the Recipients notify DOE that an undertaking may result in an adverse effect on cultural resources with tribal religious and cultural significance, DOE shall notify Indian tribes of individual undertakings that may result in an adverse effect on cultural resources with tribal religious and cultural significance and invite them to participate in consultations. Indian tribes and the Recipients may develop a bi-party agreement that outlines their review procedures for undertakings covered in a PA. Such agreements will be submitted to DOE for review and approval, and a copy sent to the ACHP for its records.

III. State Interagency Agreements

The Recipients may review an undertaking in accordance with the terms of an interagency agreement, in lieu of the other terms of this PA, if:

- 1) The interagency agreement was in negotiations by the Recipients and SHPO on or before February 5, 2010, and will be executed no later than February 19, 2010;
- 2) The Recipients and SHPO both agree through execution of this PA that the interagency agreement applies to the undertaking and provides a historic preservation review process that is similar to that provided by the other terms of this PA; and
- 3) DOE does not object to the use of the interagency agreement to fulfill the requirements of Section 106 of the NHPA for the undertakings.

IV. Exemptions from Section 106 review

- A. The Recipients shall not submit to the SHPO undertakings in accordance with Appendices A or B as they do not have the potential to cause effects on historic properties even when historic properties may be present. The Recipients and the SHPO may agree to modify Appendix A and/or Appendix B, with advance notification of such modifications to the ACHP and DOE. Recipients will maintain file records with verification that undertakings were determined to be exemptions for a period of three (3) years from project completion and make them available for review if requested by DOE or the ACHP.
- B. If a property has been determined to be ineligible for inclusion in the National Register within the last five (5) years from the date the Recipients made its application for DOE financial assistance, then no further review is required under this PA.

- C. Recipients of any of the Programs may utilize either Appendix A or Appendix B in identifying exempt undertakings, regardless of whether the Exhibit on which the undertaking relates to another federally funded program.
- V. Review Procedures for Non-exempt Undertakings
- A. *For undertakings not exempted under Stipulation III or IV, if the Recipient has an executed Section 106 Agreement per 36 CFR part 800 for Community Development Block Grants (CDBG) with the SHPO that 1) is still in effect; 2) covers the same undertakings as the DOE grant programs; and 3) is up to date with reporting to the SHPO, no separate Section 106 review is needed.*
 - B. Otherwise, the Recipients shall review the undertaking in accordance with Stipulations VI through X below, or consistent with SHPO-approved historic preservation protocols.
- VI. Identification and Evaluation
- A. The Recipients shall establish the Area of Potential Effect (APE) for all program undertakings defined in the DOE grant agreement for the State.
 - B. The Recipients shall complete the identification and evaluation of historic properties utilizing existing information including the National Register, state surveys, and county and local surveys. In addition, the Recipients and SHPO may use or develop protocols that are consistent with 36 CFR Section 800.4 for the review of consensus determinations of eligibility.
 - C. The Recipients shall consult with Indian tribes or NHOs to determine if there are historic properties of religious or cultural significance that were not previously identified or considered in surveys or related Section 106 reviews, as appropriate.
 - D. Archaeology surveys are required only for new ground disturbing project undertakings and shall be limited in scope subject to the concurrence of Indian tribes or NHOs that may attach religious or cultural significance to historic properties in the project area. Project undertakings requiring more than minimal ground disturbance shall be forwarded to the SHPO and THPOs or Indian tribes or NHOs concurrently for review.
 - E. In order to avoid potential delays, prior to initiating undertakings the SHPO may review the Recipient's scopes of work for above ground surveys and archaeology surveys that are deemed necessary to administer the Recipient's Programs and to implement the terms of this PA.
 - F. The Recipients shall refer disputes regarding determinations of eligibility to DOE for review and referral to the Keeper of the National Register in accordance with 800.4(c) (2).
- VII. Treatment of Historic Properties
- A. When the Recipients and the SHPO concur that an undertaking is designed and planned in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (36 CFR Part 68, July 12, 1995 *Federal Register*) (Standards), that undertaking will not be subject to further Section 106 review.
 - B. The Recipients and SHPO will make best efforts to expedite reviews through a finding of "No Adverse Effect with conditions" when the Recipients and the SHPO

concur that plans and specifications or scopes of work can be modified to ensure adherence to the Standards. If the undertaking cannot meet the Standards or would otherwise result in an adverse effect to historic properties, the Recipients will proceed in accordance with Stipulation VIII.

VIII. Resolution of Adverse Effects

- A. The Recipients shall consult with the SHPO, and Indian tribes or NHOs as appropriate, to resolve adverse effects. The Recipients will notify DOE of the pending consultation, and DOE will participate through its designated representative.
- B. The Recipients may use standard stipulations included in Attachment A of this PA, or as negotiated as part of this PA between the SHPO and the Recipients, or if the project
- C. Consultation shall be coordinated to be concluded in 45-days or less to avoid the loss of funding. In the event the consultation extends beyond this period, DOE shall formally invite the ACHP to participate in consultation. The ACHP will consult with DOE regarding the issues and the opportunity to negotiate a Memorandum of Agreement (MOA). Within seven (7) days after notification, the ACHP will enter consultation and provide its recommendation for either concluding the Section 106 review through an MOA or Chairman's comment from the ACHP to the Secretary of DOE within 21 days.
- D. In the case of an ACHP Chairman comment, DOE may proceed once DOE provides its response to the ACHP.

IX. Emergency Situation Undertakings

- A. When an emergency undertaking is required for historic properties associated with the undertakings, the Recipients shall allow SHPO five (5) business days to respond, if feasible. Emergencies exist when there is a need to eliminate an imminent threat to health and safety of residents as identified by local or County building inspectors, fire department officials, or other local or County officials.
- B. The Recipients shall forward documentation to the SHPO for review immediately upon notification that an emergency exists. Documentation should include a) nature of the emergency; b) the address of the historic property involved; c) photographs showing the current condition of the building; and d) the time-frame allowed by local officials to respond to, or correct, the emergency situation.
- C. The Recipients shall consider mitigation measures recommended by the SHPO and implement them, if feasible.

X. Public and Consulting Party Involvement

- A. The Recipients shall maintain a list of undertakings and shall make the documentation available to the public. The Recipients shall notify the SHPO if its notified of other consulting parties or public interest in any undertakings covered under the terms of the PA.

- B. The Recipients, independently or at the recommendation of the SHPO, may invite interested persons to participate as consulting parties in the consultation process for adverse effects in accordance with Stipulations VI, VII, and VIII.

XI. Administrative Coordination

- A. The Recipients, in consultation with the SHPO, may develop procedures allowing for the use of local reviews conducted by Certified Local Governments (CLG) when such procedures avoid the duplication of efforts.
- B. The Recipients, in consultation with the SHPO, may determine that an undertaking has already been reviewed under an existing Section 106 effect determination or agreement document, then no further Section 106 review under this PA is required.
- C. The SHPO shall provide comments to the Recipients within thirty (30) days, unless otherwise agreed upon by the SHPO and the Recipients, for reviews required under the terms of this PA with the exception of emergency undertakings. In the event that the SHPO fails to comment within the established period, the Recipients can assume the SHPO has concurred, and proceed.
- D. The Recipients shall advise sub-grantees in writing of the provisions in Section 110 (k) of the Act and will advise the sub-grantees that Section 106 reviews may be compromised when project undertakings are initiated prematurely.
- E. The SHPO and the Recipients shall make every effort to expedite Section 106 reviews for a period of less than the 30-day review when consistent with the terms of the DOE grant agreements and the Recipients intends to utilize the services of qualified professionals.
- F. For projects that will require either an Environmental Assessment or an Environmental Impact Statement under the National Environmental Policy Act (NEPA), nothing contained in this PA shall prevent or limit the Recipients and DOE from utilizing the procedures set forth in 36 CFR 800.8 to coordinate and conduct the historic preservation review in conjunction with the NEPA review.

XII. Discoveries

If historic properties are discovered or unanticipated effects on historic properties located within a project's APE after the undertaking has been initiated, the Recipients will implement the following procedures:

- A. The Recipients shall immediately cease all operations for the portion of the undertaking with the potential to affect an historic property;
- B. The subgrantee shall advise the Recipients of the National Register eligibility of the historic property and the potential of the undertaking to impact its qualifying characteristics and an explanation of the whether the SHPO or Indian tribes and NHOs concur with proposed avoidance, treatment plan or mitigation plan;
- C. The Recipients or DOE shall notify Indian tribes or NHOs of any discoveries that have the potential to adversely affect sites or buildings of religious or cultural significance to them. After reviewing such discoveries, the Indian tribes or NHOs can request further consultation on the project by notifying DOE, ACHP, and the SHPO in writing.

- D. The Recipients or subgrantee shall implement the avoidance, treatment or mitigation plan and advise the Recipients and DOE, if appropriate, of the satisfactory completion of the approved work. Once the approved work is complete may resume the activities that were halted to address the discovery situation.
- XIII. Dispute Resolution
- A. Should the SHPO object within the time frames outlined in this PA to any project undertakings, the Recipients shall consult further with the SHPO to attempt to remove the basis for the SHPO's objection. In the event that the SHPO's objection is not withdrawn, then the Recipients shall refer the matter to DOE. The Recipients shall forward all documentation relevant to DOE, who will notify and consult with the ACHP.
- B. The ACHP will provide its recommendations, if any, within 21 days following receipt of relevant documentation. DOE will take into account the ACHP's recommendations or formal comments in reaching a final decision regarding the dispute.
- XIV. Reporting and Monitoring
- A. DOE, the ACHP, and the SHPO may monitor any undertakings carried out pursuant to this PA. The ACHP may review undertakings, if requested by DOE. DOE shall be entitled to address and make determinations on overall policy or administrative issues related to the implementation of these Programs.
- B. The Recipients shall adhere to DOE's established protocols for ARRA reporting program undertakings.
- C. DOE will submit annual reports to ACHP and NCSHPO commencing October 15, 2011 summarizing the Programs' undertakings, to include data on number of undertakings, the number of exempt undertakings, and reviews conducted under this PA.
- XV. Amendments
- DOE, the SHPO, or the Recipients may request that this PA be amended, whereupon DOE and the SHPO, and the ACHP, if involved, will consult to consider such an amendment. Any such amendments shall be developed and executed among DOE, the Recipients, and the SHPO in the same manner as the original PA, and pertain only to this State PA.
- XVI. Duration of Agreement
- This PA will be valid for three (3) years from the date of execution, as verified with DOE filing the PA with the ACHP.
- XVII. Termination of Agreement
- DOE, the SHPO, or the Recipients may terminate the PA, provided that the party proposing termination notifies the other signatories and the ACHP in writing explaining the reasons for termination and affording the other signatories at least thirty (30) days to consult and seek alternatives to termination.

Signatories:




Idaho Office of Energy Resources 7/27/11
Date



Idaho Department of Health and Welfare 7-27-11
Date



Idaho State Historic Preservation Office 20 July 2011
Date



United States Department of Energy
Office of Energy Efficiency and Renewable Energy
Office of Weatherization and Intergovernmental Programs 7/28/2011
Date

APPENDIX A: WAP UNDERTAKINGS EXEMPT FROM SECTION 106 REVIEW

All undertakings will be done in accordance with applicable local building codes or the International Building Code, where applicable. In accordance with 36 CFR 800.3(a) (1), the following undertakings have been determined to have no potential to cause effects on historic properties:

1. Properties that have been evaluated *not eligible* for the National Register of Historic Places within the past two years. This evaluation must have been made with the concurrence of the SHPO for previous work completed under a DOE program. To take advantage of this exemption, the granting agency must maintain good records for reference and documentation of a previous agency/SHPO evaluation on a property.
2. Air sealing of the building shell, including caulking, weather-stripping, and other air infiltration control measures on windows and doors, and installing thresholds in a manner that does not harm or obscure historic windows or trim.
3. Thermal insulation, such as non-toxic fiberglass and foil wrapped, in walls, floors, ceilings, attics, and foundations in a manner that does not harm or damage historic fabric.
4. Blown in wall insulation where no holes are drilled through exterior siding, or where holes have no permanent visible alteration to the structure.
5. Removable film on windows (if the film is transparent), solar screens, or window louvers, in a manner that does not harm or obscure historic windows or trim.
6. Reflective roof coating in a manner that closely resembles the historic materials and form, or with materials that restore the original feature based on historic evidence, and in a manner that does not alter the roofline, or where not on a primary roof elevation or visible from the public right-of-way.
7. Storm windows or doors, and wood screen doors in a manner that does not harm or obscure historic windows or trim.
8. Repair of minor roof and wall leaks prior to insulating attics or walls, provided repairs closely resemble existing surface composite.

Special Note: Undertakings to interior spaces where the work will not be visible from the public right of way; no structural alterations are made; no demolition of walls, ceilings or floors occurs; no drop ceilings are added; or no walls are leveled with furring or moved, should be automatically excluded from SHPO review. This work includes:

- a. Thermal insulation in walls, floors, ceilings, attics, crawl spaces, ducts and foundations.
- b. Blown in wall insulation where no decorative plaster is damaged.

- c. Plumbing work, including installation of water heaters.
- d. Electrical work, including improving lamp efficiency.
- e. Sealing air leaks using weather stripping, door sweeps, and caulk and sealing major air leaks associated with bypasses, ducts, air conditioning units, etc..
- f. Repair or replace water heaters.
- g. Adding adjustable speed drives such as fans on air handling units, cooling tower fans, and pumps.
- h. Install insulation on water heater tanks and water heating pipes.
 - 1. Install solar water heating systems, provided the structure is not visible from the public right of way.
- j. Install waste heat recovery devices, including desuperheater water heaters, condensing heat exchangers, heat pump and water heating heat recovery systems, and other energy recovery equipment.
- k. Repair or replace electric motors and motor controls like variable speed drives .
 - l. Incorporate other lighting technologies such as dimmable ballasts, day lighting controls, and occupant controlled dimming.
- m. Clean, tune, repair or replace heating systems, including furnaces, oilers, heat pumps, vented space heaters and wood stoves.
- n. Clean, tune repair or replace cooling systems, including central air conditioners, window air conditioners, heat pumps, and evaporative coolers.
- o. Install insulation on ducts and heating pipes.
- p. Conduct other efficiency improvements on heating and cooling systems, including replacing standing pilot lights with electronic ignition devices and installing vent dampers.
- q. Modify duct and pipe systems so heating and cooling systems operate efficiently and effectively, including adding return ducts, replace diffusers and registers, replace air filters, install thermostatic radiator controls on steam and hot water heating systems.
- r. Install programmable thermostats, outdoor reset controls, UL listed energy management systems or building automation systems and other HV AC control systems.
- s. Convert incandescent lighting to fluorescent.
- t. Add reflectors, LED exit signs, efficient HID fixtures, and occupancy motion sensors.
- u. Replace refrigerators and other appliances.
- v. Install fire, smoke or carbon monoxide detectors/alarms.
- w. Repair or replace vent systems on fossil fuel-fired heating systems and water heaters to ensure that combustion gases draft safety to outside.
- x. Install mechanical ventilation, in a manner not visible from the public right of way, to ensure adequate indoor air quality if house is air-sealed to building tightness limit.

**APPENDIX B - SEP AND EECBG UNDERTAKINGS EXEMPT FROM SECTION 106
REVIEW**

In addition to the undertakings provided in Appendix A (*WAP Undertakings Exempt from Section 106 Review*), DOE and SHPO have concluded that the following undertakings do not have the potential to cause effects on historic properties per 36 CFR§ 800.3(a)(1):

- a. Energy audits and feasibility studies.
- b. Weatherization of mobile homes and trailers.
- c. Caulking and weather-stripping around doors and windows in a manner that does not harm or obscure historic windows or trim.
- d. Water conservation measures -like low flow faucets, toilets, shower heads, urinals - and distribution device controls.
- e. Repairing or replacing in kind existing driveways, parking areas, and walkways with materials of similar appearance.
- f. Excavating to gain access to existing underground utilities to repair or replace them, provided that the work is performed consistent with previous conditions.
- g. Ventilating crawl spaces.
- h. Replacement of existing HV AC equipment including pumps, motors, boilers, chillers, cooling towers, air handling units, package units, condensers, compressors, heat exchangers that do not require a change to existing ducting, plumbing, electrical, controls or a new location, or if ducting, plumbing, electrical and controls are on the rear of the structure or not visible from any public right of way.
- i. Adding or replacing existing building controls systems including HV AC control systems and the replacement of building-wide pneumatic controls with digital controls, thermostats, dampers, and other individual sensors like smoke detectors and carbon monoxide detectors (wired or non-wired).
- j. New installation of non-hard wired devices including photo-controls, occupancy sensors, carbon dioxide, thermostats, humidity, light meters and other building control sensors, provided the work conforms with applicable state and local permitting requirements.
- k. Adding variable speed drive motors.
- l. Insulation of water heater tanks and pipes.
- m. Furnace or hot water tank replacement that does not require a visible new supply or venting.
- n. Thermal insulation installation in walls, floors and ceilings (excluding spray foam insulation).
- o. Duct sealing, insulation, repair or replacement in unoccupied areas.
- p. Attic insulation with proper ventilation; if under an effective R8 - add additional R-19 up to R-38 (fiberglass batt, blown fiberglass, or blown cellulose).
- p. Band joist insulation - R-11 to R19 as applicable.
- q. Water heater tank and pipe insulation.
- r. Appliance replacement (upgrade to Energy Star appliances).
- s. Compact fluorescent light bulbs.
- t. Energy efficient light fixtures, including ballasts (Replacement).

- u. LED light fixtures and exit signs (Replacement).
- v. Upgrade exterior lighting (replacement with metal halide bulbs, LEDs, or others) along with ballasts, sensors and energy storage devices not visible from any public right of way.

- B. Category 2 - No Consultation required if SOI Standards are adhered to. The Idaho SHPO will provide Recipients and agency staff with copies of the Preservation Briefs for their reference in ensuring SOI Standards are adhered to.

1. Efficiency and repair measures:

- a. Painting over previously painted exterior surfaces, provided destructive surface preparation treatments are not used (such as water-blasting, sandblasting and chemical removal).
- b. Installation or replacement of downspout extensions provided that the color of the extensions is historically appropriate for the period and style of the property.
- c. Repairing or upgrading electrical or plumbing systems and installing mechanical equipment, in a manner that does not permanently change the appearance of the interior or exterior of the building.
- d. Installation of new HV AC equipment (such as pumps, motors, boilers, chillers, cooling towers, air handling units, package units, condensers, compressors, or heat exchangers) in a manner that does not permanently change the appearance of the building.
- e. Integrated shingle-style or thin film solar systems on the rear roof of the structure, behind the parapet or not visible from the public right of way.
- f. Solar systems (including photovoltaic and solar thermal) not visible from the public right of way and if ground-mounted can be installed without ground disturbance and if roof-mounted will not require new building reinforcement.
- g. Wind system additions to existing wind power facilities that will not require ground disturbance and if building mounted will not require building reinforcement.
- h. Lead-based paint abatement in accordance with the Standards and Preservation Brief #37.
- i. Building cleaning in accordance with the Standards and Preservation Briefs #1, #6, and #10.
- J. Repairing masonry, including re-pointing and rebuilding chimneys in accordance with the Standards and Preservation Brief # 2.
- k. New lighting controls including photo-sensors and shading elements if not visible from the public right of way.
- l. New metering devices in a manner that does not permanently change the appearance of the interior or exterior of the building, or if the addition is on the exterior of the structure and is not visible from the public right of way.
- m. New water efficient fixtures and fittings in a manner that does not permanently change the appearance of the interior or exterior of the building.
- n. Rainwater catches and/or gray water systems not viewable from the public right of way.
- o. Flat or shallow pitch roof replacement (shallow pitch is defined as a pitch with a rise-to-run ratio equal to or less than 3" to 12") with no part of the surface of the roof visible from the ground.
- p. Roof repair or replacement with in kind materials that closely resemble the historic materials and form, or with replacement materials that are close to the original in color, texture, composition and form to restore the original feature based on historic evidence, and in a manner that does not alter the roofline. For example replacing a dark colored asphalt roof with new dark colored asphalt.
- q. Installing vents (such as continuous ridge vents covered with ridge shingles or boards, roof vents, bath and kitchen vents, soffit and frieze board vents or combustion appliance flues) if not located on a primary roof elevation or not visible from the public right-of-way.

- r. Installing foundation vents, if painted or finished to match the existing foundation material.
- s. Installing storm windows, storm doors or wood screen doors in a manner that does not harm or obscure historic windows, doors or trim.
- t. Installing insulated exterior replacement doors where the door openings are not altered and are not visible from the public right-of-way.

APPENDIX C - AUGUST 28, 2009 DELEGATION MEMORANDUM
(next page)

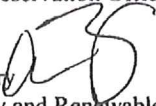


Department of Energy
Washington, DC 20585

August 28, 2009

MEMORANDUM

TO: State Historic Preservation Officers
Tribal Historic Preservation Officers

FROM: Catherine R. Zoi 
Assistant Secretary
Energy Efficiency and Renewable Energy

SUBJECT: Memorandum from EERE Regarding Delegation of Authority for Section 106 Review of Undertakings, Assisted by the U. S. Department of Energy, Office of Energy Efficiency and Renewable Energy

The Department of Energy (DOE), through the Office of Energy Efficiency and Renewable Energy (EERE), provides financial assistance to states, U.S. territories, units of local government, and Indian Tribes through the Energy Efficiency and Conservation Block Grant (EECBG) Program, Weatherization Assistance Program (Weatherization), and State Energy Program (SEP). Attached hereto is a one-page summary of the three programs. Additional program information is available at the following links: <http://www.eecbg.energy.gov/>; <http://apps1.eere.energy.gov/wip/weatherization.cfm>; http://apps1.eere.energy.gov/state_energy_program/.

Through this memorandum, DOE intends to formalize the role of the States and DOE's award recipients (Applicants) to assist DOE in carrying out its Section 106 compliance responsibilities. In order to streamline DOE's compliance with Section 106 and its implementing regulations, "Protection of Historic Properties" (36 CFR Part 800), EERE is authorizing its Applicants under the EECBG, Weatherization, and SEP programs to initiate consultation pursuant to 36 CFR § 800.2(c) (4). Effective immediately, EERE Applicants and their authorized representatives may consult with the State Historic Preservation Officers (SHPOs) and Tribal Historic Preservation Officers (THPOs) to initiate the review process established under 36 CFR Part 800 and to carry out some of its steps. Specifically, EERE Applicants are authorized to gather information to identify and evaluate historic properties, and to work with consulting parties to assess effects. EERE retains responsibility to document its findings and determinations in order to appropriately conclude Section 106 review.

EERE also remains responsible for initiating government-to-government consultation with federally recognized Indian Tribes. EERE's responsibility to consult on a government-to-government basis with Indian Tribes as sovereign nations is established through specific authorities and is explicitly recognized in 36 CFR Part 800. Accordingly, EERE may not delegate this responsibility to a non-federal party without



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the agreement of the Tribe to do so. Where no such agreement exists, EERE will initiate tribal consultation.

Authorized Applicants must notify EERE whenever:

- Either the EERE Applicant or the SHPO/THPO believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by EERE;
- There is a disagreement between an Applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification and evaluation of historic properties and/or the assessment of effects;
- There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or
- There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR § 800.9(b) and 36 CFR § 800.9(c), respectively.

EERE will participate in the consultation when such circumstances arise.

EERE expects its Applicants that are so authorized, to involve consulting parties in Section 106 findings and determinations and to carry out the exchange of documentation and information in a respectful, consistent and predictable manner. Technical assistance is available to Applicants from EERE regarding the coordination of Section 106 reviews, if needed.

If you have any questions, please contact Dr. F. G. (Skip) Gosling, DOE Federal Preservation Officer/Chief Historian, Office of History and Heritage Resources, (202) 586-5241 or skip.gosling@hq.doe.gov or Steven P. Blazek, NEPA Compliance Officer, (303) 275-4723 or steve.blazek@go.doe.gov.

ATTACHMENT A: STANDARD MITIGATION MEASURES FOR ADVERSE EFFECTS

The Recipients and the SHPO may develop and execute an Agreement that includes one or more of the following Standard Mitigation Measures, as may be modified to a particular activity, with the concurrence of both parties, for undertakings determined to have an adverse effect on listed or eligible historic resources. The ACHP will not be a party to these Agreements. However, the Recipients must submit a copy of each signed Agreement to the SHPO, and the ACHP within 30 days after it is signed by the Recipients and the SHPO.

The Recipients shall ensure that the historic property is recorded prior to its alteration in accordance with methods or standards established in consultation with the SHPO. The SHPO shall identify appropriate archive locations for the deposit of recordation materials and the Recipients shall be responsible for submitting required documentation to identified archive locations. The Recipients and the SHPO may mutually agree to waive the recordation requirement in situations where the integrity of the building has been compromised or other representative samples of a similar historic resource have been previously recorded.

The Recipients, in consultation with the SHPO, shall identify significant architectural features for salvage, and appropriate parties to receive the salvaged features. The Recipients shall ensure that any architectural features identified for salvage are salvaged prior to initiation of undertakings and properly stored and curated. When feasible and determined appropriate in consultation with SHPO, salvaged architectural features shall be reused in other preservation projects.

The Recipients shall ensure that the treatment of historic properties which the SHPO has determined does not meet the *Standard*, or SHPO approved design guidelines, is carried out in accordance with treatments agreed upon by the Recipients and the SHPO and are incorporated in the final plans and specifications. The final plans and specifications shall be approved by the SHPO prior to initiating the undertaking.

The Recipients shall ensure that the design of new buildings, or additions, which the SHPO has determined does not meet the *Standards*, or SHPO approved design guidelines, is carried out in accordance with the final plans and specifications reviewed and approved by the SHPO prior to initiating the undertaking.

In cases where the undertaking will cause unavoidable adverse effects to National Register eligible archaeological properties, the Recipients shall consult with the SHPO to determine whether data recovery or some other treatment measure is in the public interest. If data recovery is the agreed upon treatment measure, the Recipients shall consult further with the SHPO to develop and implement a data recovery plan for those portions of the historic property that will be adversely affected. The data recovery plan shall:

- Be based on firm background data, sound planning, and accepted archaeological methods;
- Be consistent with applicable State laws and regulations;
- Be accomplished in a thorough, efficient manner, using the most cost-effective techniques practicable;
- Provide for appropriate curation of archeological materials and records, and
- Provide for reporting and interpretation of what has been learned in a format understandable and accessible to the public;
- Be consistent with the National Park Service's *Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines* (at: <http://www.nps.gov/history/local->

law/arch_stnds_7.htm). and shall take into account the ACHP's publications, *Recommended Approach for Consultation on Recovery of Significant Information from Archeological Sites* (1999), ACHP Section 106 *Archaeology Guidance* (at: <http://www.achp.gov/archguide/>), and any archaeological guidance issued by the SHPO.

AMENDMENT TO PROGRAMMATIC AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY, THE IDAHO OFFICE OF ENERGY
RESOURCES, THE IDAHO DEPARTMENT OF HEALTH AND WELFARE, AND
THE IDAHO STATE HISTORIC PRESERVATION OFFICE REGARDING EECBG, SEP AND WAP
UNDERTAKINGS

WHEREAS, on July 28, 2011, The United States Department of Energy (DOE), The Idaho Office of Energy Resources, and The Idaho Department of Health and Welfare, and The Idaho State Historic Preservation Office entered into a Programmatic Agreement (Agreement) to fulfill the requirements of Section 106 of the National Historic Preservation Act for certain DOE-funded Undertakings in Idaho.

WHEREAS, in 2010, as the result of unprecedented funding levels resulting from the implementation of the American Recovery and Reinvestment Act (Recovery Act), DOE, the Advisory Council on Historic Preservation (ACHP), and the National Conference of State Historic Preservation Officers (NCSHPO) developed a first-of-its-kind [Prototype Programmatic Agreement](#) (Prototype PA) for National Historic Preservation Act Section 106 reviews;

WHEREAS, the intent of the Prototype PA was to provide DOE, recipients of financial assistance under DOE's Weatherization Assistance Program (WAP), State Energy Program (SEP), and Energy Efficiency Conservation Block Grant (EECBG) program, as applicable, and State Historic Preservation Offices (SHPOs) with a tailored method for complying with Section 106 of the National Historic Preservation Act. DOE, recipients, and SHPOs negotiated and executed subsequent programmatic agreements (subsequent PAs; i.e. this Agreement) in accordance with the Prototype PA;

WHEREAS, the Prototype PA originally provided that each subsequent PA would be valid for three years from the date of execution. As the result of ACHP's Program Comment dated March 11, 2013, however, all subsequent PAs, including this Agreement, were extended through December 31, 2020. (78 FR 16275, 16277);

WHEREAS, The Idaho Office of Energy and Mineral Resources administers the State Energy Program;

WHEREAS, ACHP, NCSHPO, and DOE recognize the Prototype PA and subsequent PAs continue to provide great value to DOE, recipients, and SHPOs, notwithstanding expiration of most Recovery Act funding, this amendment extends the use of the Agreement for an additional 10 years; and

WHEREAS, DOE will send a copy of this executed amendment to the ACHP;

NOW, THEREFORE, in accordance with Stipulation XV of the Agreement, the signatories of this Amendment agree as follows:

1. Change all references to 'The Idaho Office of Energy Resources' to 'The Idaho Office of Energy and Mineral Resources'.
2. Amend Stipulation XVI so it reads as follows:

This PA will be valid until December 31, 2030, as verified with DOE filing the PA with the ACHP.

This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all of which shall together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. This Amendment is not effective until each party executes the Amendment.

SIGNATORIES:

Julie A. Hammon
Digitally signed by Julie A. Hammon
DN: cn=Julie A. Hammon, c=US,
o=Idaho Department of Health and
Welfare, ou=Division of Welfare,
email=Julie.Hammon@dhw.idaho.gov
Date: 2020.10.14 13:30:54 -06'00'

Julie Hammon
Administrator, Division of Welfare
Idaho Department of Health and Welfare

Date

John Chatburn
Administrator
Idaho Governor's Office of Energy and Mineral Resources

Date

Janet Gallimore
Executive Director and State Historic Preservation Officer
Idaho State Historical Society

Date


Derek G. Passarelli
Director, Golden Field Office
Office of Energy Efficiency and Renewable Energy
United States Department of Energy

Date

This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all of which shall together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. This Amendment is not effective until each party executes the Amendment.

SIGNATORIES:

Julie Hammon
Administrator, Division of Welfare
Idaho Department of Health and Welfare
Date



John Chatburn
Administrator
Idaho Governor's Office of Energy and Mineral Resources
Date 10/14/20

Janet Gallimore
Executive Director and State Historic Preservation Officer
Idaho State Historical Society
Date


Derek G. Passarelli
Director, Golden Field Office
Office of Energy Efficiency and Renewable Energy
United States Department of Energy
Date

This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all of which shall together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. This Amendment is not effective until each party executes the Amendment.

SIGNATORIES:

Julie Hammon Date
Administrator, Division of Welfare
Idaho Department of Health and Welfare

John Chatburn Date
Administrator
Idaho Governor's Office of Energy and Mineral Resources



Janet Gallimore Date *October 14, 2020*
Executive Director and State Historic Preservation Officer
Idaho State Historical Society

Derek G. Passarelli Date
Director, Golden Field Office
Office of Energy Efficiency and Renewable Energy
United States Department of Energy

This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all of which shall together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. This Amendment is not effective until each party executes the Amendment.

SIGNATORIES:

Julie Hammon Date
Administrator, Division of Welfare
Idaho Department of Health and Welfare

John Chatburn Date
Administrator
Idaho Governor's Office of Energy and Mineral Resources

Janet Gallimore Date
Executive Director and State Historic Preservation Officer
Idaho State Historical Society

Derek G. Passarelli October 29, 2020
Derek G. Passarelli Date
Director, Golden Field Office
Office of Energy Efficiency and Renewable Energy
United States Department of Energy

Attachment F- Buy American Requirement for Infrastructure Projects

BUY AMERICAN REQUIREMENT FOR INFRASTRUCTURE PROJECTS

1. Definitions

Component: See 2 CFR § 184.3 “Definitions.”

Construction Materials: See 2 CFR § 184.3 “Definitions.”

Buy America Preference, Buy America Requirement, or domestic content procurement preference means a requirement that no amount of funds made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- a. all iron and steel used in the project are produced in the United States;
- b. the manufactured products used in the project are produced in the United States; or
- c. the construction materials used in the project are produced in the United States.

Infrastructure: See 2 CFR § 184.4 (c) and (d).

Manufactured Products: See 2 CFR § 184.3 “Definitions.”

Predominantly of iron or steel: See 2 CFR § 184.3 “Definitions.”

Infrastructure Project: See 2 CFR § 184.3 “Definitions.”

Public: The Buy America Requirement does not apply to non-public infrastructure. For purposes of DOE’s guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

2. Buy America Requirement for Infrastructure Projects (Buy America Requirement)

None of the funds provided under this award (federal share or subrecipient cost-share) may be used for a project for infrastructure unless:

- a. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. See 2 CFR § 184.5 for determining the cost of components for manufactured products; and

- c. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See 2 CFR § 184.6 for construction material standards.

The Buy America Requirement only applies to those articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Buy America Requirement only applies to an article, material, or supply classified into one of the following categories¹ based on its status at the time it is brought to the work site for incorporation into an infrastructure project:

- a. Iron or steel products;
- b. Manufactured products; or
- c. Construction materials;

The Buy America Requirement only applies to the iron or steel products, manufactured products, and construction materials used for the construction, alteration, maintenance, or repair of public infrastructure in the United States when those items are consumed in, incorporated into, or permanently affixed to the infrastructure. An article, material, or supply incorporated into an infrastructure project should not be considered to fall into multiple categories, but rather must meet the Buy America Preference Requirement for only the single category in which it is classified.

¹ Section 70917(c) of the BABA states that “construction materials” do not include cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Section 70917(c) materials are excluded from Construction materials. Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials.

Section 70917(c) materials, on their own, are not manufactured products. Further, Section 70917(c) materials should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation. However, when certain Section 70917(c) materials (such as stone, sand, and gravel) are used to produce a manufactured product, such as is precast concrete processed into a specific shape or form, and is in such state when brought to the work site, then that product is subject to the BABA requirements.

Further clarification is provided in 2 CFR 184 on the circumstances under which a determination is made that Section 70917(c) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the “manufactured products” at 2 CFR 184.3; (ii) a new definition of “section 70917(c) materials” at 2 CFR 184.3; (iii) new instructions at 2 CFR 184.4(e) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at 2 CFR 184.4(f) on how to apply the Buy America Preference by category.

All iron and steel, manufactured products, and construction materials used in the infrastructure project must be produced in the United States.

Subrecipient is responsible for administering its award in accordance with the terms and conditions, including the Buy America Requirement. Subrecipient must ensure that the Buy America Requirement flows down to all contractors and subcontracts and that contractors and subcontractors comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

3. Certification of Compliance

Subrecipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this award.

Subrecipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption provided in 2 CFR § 184.8, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subcontractors, contractors and vendors to Subrecipient.

Subrecipient shall provide OEMR certifications or equivalent documentation to prove compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, and not covered by a waiver or exemption, are produced in the United States. OEMR will keep these certifications and produce them upon request to DOE, auditors, or Office of Inspector General. Subrecipient must also keep copies of those certifications with the award/project files and be able to produce them upon request from OEMR, DOE, auditors or Office of Inspector General.

4. Waivers

When necessary, Subrecipient may apply for a waiver from the Buy America Requirement. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

- a. *Waivers must be based on one of the following justifications:*
 - i. Public Interest - Applying the Buy America Requirement would be inconsistent with the public interest;
 - ii. Non-Availability - The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

- iii. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- b. *Requests to waive the Buy America Requirement must include the following:*
- i. Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
 - ii. Recipient name and Unique Entity Identifier (UEI);
 - iii. Award information (Federal Award Identification Number, Assistance Listing number);
 - iv. A brief description of the project, its location, and the specific infrastructure involved;
 - v. Total estimated project cost, with estimated federal share and Subrecipient cost match breakdowns;
 - vi. Total estimated infrastructure costs, with estimated federal share and Subrecipient cost match breakdowns;
 - vii. List and description of iron or steel item(s), manufactured goods, and/or construction material(s) Subrecipient seeks to waive from the Buy America Requirement, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
 - viii. A detailed justification as to how the non-domestic item(s) is/are essential the project;
 - ix. A certification that the Subrecipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
 - x. A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by Subrecipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation;
 - xi. A description of the market research conducted that includes who conducted the market research, when it was conducted, sources that were used, and the methods used to conduct the research; and
 - xii. Anticipated impact to the project if no waiver is issued.

c. *How to submit a waiver*

Subrecipient requests to waive the application of the Buy America Requirement must be submitted in writing to OEMR. After OEMR receives a Subrecipient’s request for a waiver, it will review and may apply to DOE for a waiver from BABA on Subrecipient’s behalf.

DOE may request, and Subrecipient must provide, additional information for consideration of a waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE’s final determination regarding

approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/26/2026 **DEPARTMENT:** Admin/CDD **DEPT. HEAD SIGNATURE:** RD/MHC

SUBJECT: Motion to approve Resolution 2026-____, ratifying the Mayor's signature on Locals Only ADU documents for K. White

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Cod HMC 17.14.10.b
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In 2023, City of Hailey and ARCH entered into an MOU for a pilot program Locals Only for ADUs. Since then we have approved several such ADU agreements, recorded them at the county and paid ARCH who handles the transactions with each homeowner.

This agreement has been recorded, asking for ratification of this paperwork.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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)

___ City Attorney	___ Finance	___ Licensing	___ Administrator
___ Library	___ Community Development	___ P&Z Commission	___ Building
___ Police	___ Fire Department	___ Engineer	___ W/WW
___ Streets	___ Parks	___ Public Works	___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2026-____, ratifying the Mayor's signature on Locals Only ADU documents for K. White

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies (AIS only) _____
Instrument # _____

**CITY OF HAILEY
RESOLUTION NO. 2026-__**

**RESOLUTION OF THE CITY COUNCIL FOR THE EXECUTION OF A CONTRACT
FOR SERVICES BETWEEN THE CITY OF HAILEY AND ARCH REGARDING THE
MANAGEMENT OF LOCALS ONLY ADU INCENTIVE PROGRAM**

WHEREAS, the attached agreement represents a collaborative partnership between the City and ARCH, and is deemed appropriate by the Mayor and City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey executes the attached Agreement between the City and ARCH.

Passed this 26th day of May, 2026

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Recording Requested by and
When Recorded Return to:

City of Hailey
Attn: Mary Cone, City Clerk
115 South Main Street
Hailey, ID 83333

(Space above Line for Recorder's Use Only)

Locals for Accessory Dwelling Units (ADUs) Incentive Program Agreement (Legal Description and Common Address)

THIS Locals for Accessory Dwelling Units (ADUs) Incentive Program Agreement ("Agreement") is made this 21st day of NOV., 2025 ("Agreement Date"), by and between the ARCH COMMUNITY HOUSING TRUST, an Idaho nonprofit corporation ("ARCH"), and Katherine White ("Owner" or "Participant"), its successors and assigns. ARCH and Owner/Participant may be referred to in this Agreement individually as a "Party" or collectively as the "Parties", as warranted under the circumstances. This Agreement is part of an ARCH administered program created by the City of Hailey in furtherance of their policy of promoting diverse housing opportunities throughout the City.

RECITALS

A. The City is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to approve design review applications and the power to contract. This Agreement is a collaboration between the Parties that will provide mutual benefit for the Parties and residents of the City of Hailey.

B. Owner owns real property within the municipal boundary of the City of Hailey commonly known as 3061 Shenandoah Dr., which is legally described as 3061 Shenandoah Dr. ("Property").

C. On 21, NOV, 2024, the City approved the Locals for Accessory Dwelling Units (ADUs) Incentive Program, (also known as the "Housing Security Program" or the "Program") which program is made possible due to the Local Option Tax 0.5% for housing ballot measure approved by Hailey voters in May of 2023. The ballot measure dedicated funds generated therefrom to housing projects to be guided by a community engagement process. The community engagement process resulted in the formation of a citizens committee whose recommendation concluded with the creation of the Locals for Accessory Dwelling Units (ADUs) Incentive Program.

D. The Locals for ADUs Incentive Program recognizes the City's goals to create local housing within the already platted lots within the City, by directing thirty-thousand-dollar (\$30,000) conditional grants to lot owners who agree to build Accessory Dwelling Units, or by directing fifteen-thousand-dollar (\$15,000) conditional grants to lots owners who agree to either

place a Tiny Home on Wheels (THOW) on their property, or convert the short-term rental (ADU) to a long-term rental, on said lots and limit rental of said units to individuals who work in the local economy.

E. The Program further stipulates the eligibility of residential units. Eligible Units of the Locals for ADUs Incentive Program include all newly constructed ADUs and/or ADUs rented as short-term rentals in the City of Hailey within the last thirty-six (36) months (beginning May 2021). Said units shall have been approved by the City via Design Review or Administrative Design Review, have been issued a Certificate of Occupancy/Completion/Compliance from the City, and/or, if rented as a short-term rental, shall provide documentation as to Local Option Tax payments. All Tiny Homes on Wheels (THOWs) installed within the last twelve (12) months are also eligible for this program (beginning March 2023). Said units shall have been approved by the City via Design Review or Administrative Design Review and have been issued a Certificate of Occupancy/Compliance from the City.

F. The Owner/Participant has an interest in real property located within the City of Hailey upon which is allowed by right to construct an Accessory Dwelling Unit and/or place a Tiny Home on Wheels.

G. The City desires Owner to develop, and Owner wishes to develop the Property in conformity with and pursuant to Chapter 17.08D of the Hailey Municipal Code (“HMC”), and other applicable ordinances and regulations unless specifically modified in this Agreement, by construction, placement, and/or conversion of an Accessory Dwelling Unit (ADU) which is referred to herein as the “Project” or “ADU”.

H. The City and Owner both wish to support and maintain a permanent year-round resident population that grows a diverse community where a wide range of demographics, economics, occupations, and family household sizes are served.

I. The City has the capacity to provide essential services to the Project, including water, sewer, and emergency services.

J. The City has entered into a Contract for Services with ARCH whereby ARCH is authorized, in exchange for a fee, to administer the Locals for Accessory Dwelling Units (ADUs) Incentive Program.

K. ARCH and Owner desire to enter into this Agreement for the purpose of participating in the Locals for Accessory Dwelling Units (ADUs) Incentive Program, whereby the City provides Owner/Participant a forgivable loan in the amount of \$15,000.00.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms, and conditions set forth herein, the Parties agree as hereinafter provided.

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement as though set forth in their entirety.

2. Loan. ARCH shall loan Owner/Participant thirty thousand dollars (\$30,000.00), or fifteen thousand dollars (\$15,000) for purposes of defraying the costs of conversion, placement, and/or construction of an Accessory Dwelling Unit (ADU), which loan shall be payable upon issuance of an occupancy permit upon completion of construction of said ADU. The loan shall be forgiven upon satisfaction of the program requirements after nine (9) years of compliance with the residential use restriction noted herein.

3. Residential Use Restriction. This Agreement burdens the property by limiting rental of the ADU, for a period of nine (9) years, to a person or persons qualifying for Hailey's Locals Only Deed Restriction residence. The unit shall be rented only to a Qualified Person or Persons wherein at least one (1) natural person resides therein, as his or her principal place of residence, and said person works, at a business, non-profit or government institution, for no less than, an average of thirty (30) hours per week, performs said services in exchange for remuneration, within in Blaine County.

4. Security Agreements. The loan shall be evidenced by a Promissory Note and secured by a Deed of Trust, and Participant Agreement, both of which will be recorded and act as a lien on the property. The lien shall be released upon satisfaction of the program requirements after ten (10) years of compliance with the residential use restriction as aforesaid.

5. Default. Borrower/Participants shall be in default if they (a) withdraw from the Program, including by renting to a non-qualifying person or persons, or in any other manner, allow a non-qualifying person or persons to reside in the ADU, any time before nine (9) years of restricting rental of the ADU to qualifying local economy participant or participants, (b) sell the Property, (c) transfer the Property to a third party, including a transfer as a result of death or divorce, (d) cause any lien to be asserted or recorded against the Property, or (e) Participants shall also be in default if they, he, she, or they, during the loan application process, gave materially false or inaccurate information or statements to ARCH in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrowers' income and Borrowers' occupancy of the Property as a principal residence.

5.1. For those Owners/Participants who constructed an Accessory Dwelling Unit (ADU) and received a thirty-thousand-dollar (\$30,000) grant, default requires repayment in accordance with the terms of the Program Agreement; in full plus penalty and interest during the initial three (3) year period, after the initial (3) three-year period, but before the end of Year 9. Year 1 repayment shall be \$26,667 plus a \$375 administrative withdraw fee, Year 2 repayment shall be \$18,333 plus a \$375 administrative withdraw fee, Year 3 repayment shall be \$13,333 plus a \$375 administrative withdraw fee, Year 4 repayment shall be \$11,333 plus a \$375 administrative withdraw fee, Year 5 repayment shall be \$9,333 plus a \$375 administrative withdraw fee, Year 6 repayment shall be \$7,333 plus a \$375 administrative withdraw fee, Year 7 repayment shall be \$5,333 plus a \$375 administrative withdraw fee, and Year 8 repayment shall be \$3,333 plus a \$375 administrative withdraw fee. Upon satisfaction of the program requirements after nine (9) years of compliance with the residential use restriction as aforesaid, the thirty-thousand-dollar (\$30,000) grant shall be forgiven.

5.2. For those Owners/Participants who either placed a Tiny Home on Wheels onsite, or converted an Accessory Dwelling Unit (ADU) from a short-term rental to a long-term rental, and received a fifteen-thousand-dollar (\$15,000) grant, default requires repayment

in accordance with the terms of the Program Agreement; in full plus penalty and interest during the initial three (3) year period, after the initial (3) three-year period, but before the end of Year 9. Year 1 repayment shall be \$13,333 plus a \$375 administrative withdraw fee, Year 2 repayment shall be \$11,666 plus a \$375 administrative withdraw fee, Year 3 repayment shall be \$9,999 plus a \$375 administrative withdraw fee, Year 4 repayment shall be \$8,332 plus a \$375 administrative withdraw fee, Year 5 repayment shall be \$6,665 plus a \$375 administrative withdraw fee, Year 6 repayment shall be \$4,998 plus a \$375 administrative withdraw fee, Year 7 repayment shall be \$3,331 plus a \$375 administrative withdraw fee, and Year 8 repayment shall be \$1,664 plus a \$375 administrative withdraw fee. Upon satisfaction of the program requirements after nine (9) years of compliance with the residential use restriction as aforesaid, the fifteen-thousand-dollar (\$15,000) grant shall be forgiven.

6. Conditions to Owner's Obligations. Owner's obligations hereunder are expressly conditioned upon it obtaining approval of and receiving funding for the Project in amounts and on terms and conditions acceptable to Owner. If Owner is unable to secure acceptable funding for the Project, Owner may elect either to waive the unsatisfied condition or contingency by commencing construction of the Project improvements or terminate this Agreement by giving written notice of such termination to City. Program participation and obligations commence upon receipt of the loan amount.

7. Term. The term of this Agreement, subject to conditions above satisfied upon, is ten (10) years of program participation in good standing. However, Owner/Participant reserves the right to terminate, which termination shall be an act of default, triggering mandatory repayment pursuant to the schedule herein enumerated. Upon satisfaction of the program, or default and repayment, participation in the program shall terminate and a deed of release shall be recorded.

8. Miscellaneous Provisions.

a) Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties.

b) Specific Performance. In the event of an uncured breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either Party. All remedies shall be cumulative.

c) Attorney's Fees. In the event either Party is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other Party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.

d) Notices. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to ARCH shall be addressed as follows:

ARCH Community Housing Trust
160 Second Street East
Ketchum, ID 83340
Hailey, ID 83333
Attn: Michelle Griffith
Email: michelle@archbc.org

Notices given to Owner/Participant shall be addressed as follows:

Attn:
Email:

A Party may change the address to which further notices are to be sent by notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address.

e) Relationship of Parties. It is understood that the contractual relationship between the City and Owner is such that neither party is the agent, partner, or joint ventures of the other party.

f) Successors and Assigns; Agreement Running with the Land. This Agreement shall inure to the benefit of ARCH and Owner and their respective heirs, successors, and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and are hereby declared covenants running with the land with regard to the Property or any portion thereof, and is binding on the Parties and their respective heirs, successors, and assigns.

g) Recordation and Release. Following mutual execution, and receipt of the loan contemplated by this Agreement, a Deed of Trust and Promissory Note shall be recorded with the Blaine County Recorder. ARCH agrees to execute all appropriate documentation to cause the encumbrance of this Agreement to be released and removed from the public records in the event of termination and repayment as contemplated herein.

h) No Waiver. In the event that ARCH or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, ARCH, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

i) Partial Invalidity. In the event any portion of this Agreement, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part hereof.

j) Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the Parties.

k) Exhibits. All exhibits referred to in this Agreement are incorporated into this Agreement by reference as though restated in whole.

l) Authority. Each of the persons executing this Agreement represents and warrants that he or she has the lawful authority and authorization to execute this Agreement, as well as all deeds, covenants, easements, liens, and other documents required hereunder, for and on behalf of the entity executing this Agreement.

m) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either Party with respect to this Agreement or the subject matter hereof.

[end of text; signature page(s) follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

OWNER / PARTICIPANT

By: [Signature]
Owner / Participant

STATE OF Colorado
County of Roout)ss.

Subscribed and sworn before me on this 21st day of November, 2025, before me a Notary Public in and for said State, personally appeared Katherine White known or identified to me to be the OWNER that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first written above.

TEAGAN BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244036019
MY COMMISSION EXPIRES SEPTEMBER 25, 2028

[Signature]
Notary Public
Residing at 320 S Lincoln Ave
My Commission Expires 09/25/28

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/26/2026 **DEPARTMENT:** Admin/CDD **DEPT. HEAD SIGNATURE:** RD/MHC

SUBJECT: Motion to approve Resolution 2026-___, authorizing the Mayor’s signature on Locals Only ADU documents for K. Rhee

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Cod HMC 17.14.10.b
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In 2023, City of Hailey and ARCH entered into an MOU for a pilot program Locals Only for ADUs. Since then we have approved several such ADU agreements, recorded them at the county and paid ARCH who handles the transactions with each homeowner.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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)

___ City Attorney	___ Finance	___ Licensing	___ Administrator
___ Library	___ Community Development	___ P&Z Commission	___ Building
___ Police	___ Fire Department	___ Engineer	___ W/WW
___ Streets	___ Parks	___ Public Works	___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2026-___, authorizing the Mayor’s signature on Locals Only ADU documents for K. Rhee

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. 2026-__**

**RESOLUTION OF THE CITY COUNCIL FOR THE EXECUTION OF A CONTRACT
FOR SERVICES BETWEEN THE CITY OF HAILEY AND ARCH REGARDING THE
MANAGEMENT OF LOCALS ONLY ADU INCENTIVE PROGRAM**

WHEREAS, the attached agreement represents a collaborative partnership between the City and ARCH, and is deemed appropriate by the Mayor and City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey executes the attached Agreement between the City and ARCH.

Passed this 26th day of May, 2026

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Recording Requested by and
When Recorded Return to:

City of Hailey
Attn: Mary Cone, City Clerk
115 South Main Street
Hailey, ID 83333

(Space above Line for Recorder's Use Only)

Locals for Accessory Dwelling Units (ADUs) Incentive Program Agreement (Legal Description and Common Address)

THIS Locals for Accessory Dwelling Units (ADUs) Incentive Program Agreement (“**Agreement**”) is made this 17 day of April, 2026 (“**Agreement Date**”), by and between the ARCH COMMUNITY HOUSING TRUST, an Idaho nonprofit corporation (“**ARCH**”), and Kenneth Rhee (“**Owner**” or “**Participant**”), its successors and assigns. ARCH and Owner/Participant may be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**”, as warranted under the circumstances. This Agreement is part of an ARCH administered program created by the City of Hailey in furtherance of their policy of promoting diverse housing opportunities throughout the City.

RECITALS

A. The City is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to approve design review applications and the power to contract. This Agreement is a collaboration between the Parties that will provide mutual benefit for the Parties and residents of the City of Hailey.

B. Owner owns real property within the municipal boundary of the City of Hailey commonly known as 1011 Red Elephant Dr, which is legally described as Della View Sublot 1 BLK 6 14,897 SF (“**Property**”).

C. On _____, _____, 2024, the City approved the Locals for Accessory Dwelling Units (ADUs) Incentive Program, (also known as the “Housing Security Program” or the “Program”) which program is made possible due to the Local Option Tax 0.5% for housing ballot measure approved by Hailey voters in May of 2023. The ballot measure dedicated funds generated therefrom to housing projects to be guided by a community engagement process. The community engagement process resulted in the formation of a citizens committee whose recommendation concluded with the creation of the Locals for Accessory Dwelling Units (ADUs) Incentive Program.

D. The Locals for ADUs Incentive Program recognizes the City’s goals to create local housing within the already platted lots within the City, by directing thirty-thousand-dollar (\$30,000) conditional grants to lot owners who agree to build Accessory Dwelling Units, or by directing fifteen-thousand-dollar (\$15,000) conditional grants to lots owners who agree to either

place a Tiny Home on Wheels (THOW) on their property, or convert the short-term rental (ADU) to a long-term rental, on said lots and limit rental of said units to individuals who work in the local economy.

E. The Program further stipulates the eligibility of residential units. Eligible Units of the Locals for ADUs Incentive Program include all newly constructed ADUs and/or ADUs rented as short-term rentals in the City of Hailey within the last thirty-six (36) months (beginning May 2021). Said units shall have been approved by the City via Design Review or Administrative Design Review, have been issued a Certificate of Occupancy/Completion/Compliance from the City, and/or, if rented as a short-term rental, shall provide documentation as to Local Option Tax payments. All Tiny Homes on Wheels (THOWs) installed within the last twelve (12) months are also eligible for this program (beginning March 2023). Said units shall have been approved by the City via Design Review or Administrative Design Review and have been issued a Certificate of Occupancy/Compliance from the City.

F. The Owner/Participant has an interest in real property located within the City of Hailey upon which is allowed by right to construct an Accessory Dwelling Unit and/or place a Tiny Home on Wheels.

G. The City desires Owner to develop, and Owner wishes to develop the Property in conformity with and pursuant to Chapter 17.08D of the Hailey Municipal Code (“HMC”), and other applicable ordinances and regulations unless specifically modified in this Agreement, by construction, placement, and/or conversion of an Accessory Dwelling Unit (ADU) which is referred to herein as the “Project” or “ADU”.

H. The City and Owner both wish to support and maintain a permanent year-round resident population that grows a diverse community where a wide range of demographics, economics, occupations, and family household sizes are served.

I. The City has the capacity to provide essential services to the Project, including water, sewer, and emergency services.

J. The City has entered into a Contract for Services with ARCH whereby ARCH is authorized, in exchange for a fee, to administer the Locals for Accessory Dwelling Units (ADUs) Incentive Program.

K. ARCH and Owner desire to enter into this Agreement for the purpose of participating in the Locals for Accessory Dwelling Units (ADUs) Incentive Program, whereby the City provides Owner/Participant a forgivable loan in the amount of _____.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms, and conditions set forth herein, the Parties agree as hereinafter provided.

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement as though set forth in their entirety.

2. Loan. ARCH shall loan Owner/Participant thirty thousand dollars (\$30,000.00), or fifteen thousand dollars (\$15,000) for purposes of defraying the costs of conversion, placement, and/or construction of an Accessory Dwelling Unit (ADU), which loan shall be payable upon issuance of an occupancy permit upon completion of construction of said ADU. The loan shall be forgiven upon satisfaction of the program requirements after nine (9) years of compliance with the residential use restriction noted herein.

3. Residential Use Restriction. This Agreement burdens the property by limiting rental of the ADU, for a period of nine (9) years, to a person or persons qualifying for Hailey's Locals Only Deed Restriction residence. The unit shall be rented only to a Qualified Person or Persons wherein at least one (1) natural person resides therein, as his or her principal place of residence, and said person works, at a business, non-profit or government institution, for no less than, an average of thirty (30) hours per week, performs said services in exchange for remuneration, within in Blaine County.

4. Security Agreements. The loan shall be evidenced by a Promissory Note and secured by a Deed of Trust, and Participant Agreement, both of which will be recorded and act as a lien on the property. The lien shall be released upon satisfaction of the program requirements after ten (10) years of compliance with the residential use restriction as aforesaid.

5. Default. Borrower/Participants shall be in default if they (a) withdraw from the Program, including by renting to a non-qualifying person or persons, or in any other manner, allow a non-qualifying person or persons to reside in the ADU, any time before nine (9) years of restricting rental of the ADU to qualifying local economy participant or participants, (b) sell the Property, (c) transfer the Property to a third party, including a transfer as a result of death or divorce, (d) cause any lien to be asserted or recorded against the Property, or (e) Participants shall also be in default if they, he, she, or they, during the loan application process, gave materially false or inaccurate information or statements to ARCH in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrowers' income and Borrowers' occupancy of the Property as a principal residence.

5.1. For those Owners/Participants who constructed an Accessory Dwelling Unit (ADU) and received a thirty-thousand-dollar (\$30,000) grant, default requires repayment in accordance with the terms of the Program Agreement; in full plus penalty and interest during the initial three (3) year period, after the initial (3) three-year period, but before the end of Year 9. Year 1 repayment shall be \$26,667 plus a \$375 administrative withdraw fee, Year 2 repayment shall be \$18,333 plus a \$375 administrative withdraw fee, Year 3 repayment shall be \$13,333 plus a \$375 administrative withdraw fee, Year 4 repayment shall be \$11,333 plus a \$375 administrative withdraw fee, Year 5 repayment shall be \$9,333 plus a \$375 administrative withdraw fee, Year 6 repayment shall be \$7,333 plus a \$375 administrative withdraw fee, Year 7 repayment shall be \$5,333 plus a \$375 administrative withdraw fee, and Year 8 repayment shall be \$3,333 plus a \$375 administrative withdraw fee. Upon satisfaction of the program requirements after nine (9) years of compliance with the residential use restriction as aforesaid, the thirty-thousand-dollar (\$30,000) grant shall be forgiven.

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in accordance with the terms of the Program Agreement; in full plus penalty and interest during the initial three (3) year period, after the initial (3) three-year period, but before the end of Year 9. Year 1 repayment shall be \$13,333 plus a \$375 administrative withdraw fee, Year 2 repayment shall be \$11,666 plus a \$375 administrative withdraw fee, Year 3 repayment shall be \$9,999 plus a \$375 administrative withdraw fee, Year 4 repayment shall be \$8,332 plus a \$375 administrative withdraw fee, Year 5 repayment shall be \$6,665 plus a \$375 administrative withdraw fee, Year 6 repayment shall be \$4,998 plus a \$375 administrative withdraw fee, Year 7 repayment shall be \$3,331 plus a \$375 administrative withdraw fee, and Year 8 repayment shall be \$1,664 plus a \$375 administrative withdraw fee. Upon satisfaction of the program requirements after nine (9) years of compliance with the residential use restriction as aforesaid, the fifteen-thousand-dollar (\$15,000) grant shall be forgiven.

6. Conditions to Owner's Obligations. Owner's obligations hereunder are expressly conditioned upon it obtaining approval of and receiving funding for the Project in amounts and on terms and conditions acceptable to Owner. If Owner is unable to secure acceptable funding for the Project, Owner may elect either to waive the unsatisfied condition or contingency by commencing construction of the Project improvements or terminate this Agreement by giving written notice of such termination to City. Program participation and obligations commence upon receipt of the loan amount.

7. Term. The term of this Agreement, subject to conditions above satisfied upon, is ten (10) years of program participation in good standing. However, Owner/Participant reserves the right to terminate, which termination shall be an act of default, triggering mandatory repayment pursuant to the schedule herein enumerated. Upon satisfaction of the program, or default and repayment, participation in the program shall terminate and a deed of release shall be recorded.

8. Miscellaneous Provisions.

a) Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties.

b) Specific Performance. In the event of an uncured breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either Party. All remedies shall be cumulative.

c) Attorney's Fees. In the event either Party is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other Party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.

d) Notices. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to ARCH shall be addressed as follows:

ARCH Community Housing Trust
160 Second Street East
Ketchum, ID 83340
Hailey, ID 83333
Attn: Michelle Griffith
Email: michelle@archbc.org

Notices given to Owner/Participant shall be addressed as follows:

Attn:
Email:

A Party may change the address to which further notices are to be sent by notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address.

e) Relationship of Parties. It is understood that the contractual relationship between the City and Owner is such that neither party is the agent, partner, or joint ventures of the other party.

f) Successors and Assigns; Agreement Running with the Land. This Agreement shall inure to the benefit of ARCH and Owner and their respective heirs, successors, and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and are hereby declared covenants running with the land with regard to the Property or any portion thereof, and is binding on the Parties and their respective heirs, successors, and assigns.

g) Recordation and Release. Following mutual execution, and receipt of the loan contemplated by this Agreement, a Deed of Trust and Promissory Note shall be recorded with the Blaine County Recorder. ARCH agrees to execute all appropriate documentation to cause the encumbrance of this Agreement to be released and removed from the public records in the event of termination and repayment as contemplated herein.

h) No Waiver. In the event that ARCH or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, ARCH, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

i) Partial Invalidity. In the event any portion of this Agreement, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part hereof.

j) Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the Parties.

k) Exhibits. All exhibits referred to in this Agreement are incorporated into this Agreement by reference as though restated in whole.

l) Authority. Each of the persons executing this Agreement represents and warrants that he or she has the lawful authority and authorization to execute this Agreement, as well as all deeds, covenants, easements, liens, and other documents required hereunder, for and on behalf of the entity executing this Agreement.

m) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either Party with respect to this Agreement or the subject matter hereof.

[end of text; signature page(s) follow]

Return to Agenda

CITY OF HAILEY
RESOLUTION NO. 2026-_____

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY TO SIGN A
CONTRACT FOR PURCHASE AND INSTALLATION OF NEW AUDIO / VIDEO
EQUIPMENT FOR COUNCIL CHAMBERS.**

WHEREAS, the City of Hailey desires to contract with System Tech, Inc. for installation of new equipment, and;

WHEREAS, the City of Hailey and System Tech Inc., 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 contract with System Tech, Inc.

Passed this 26th day of May, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

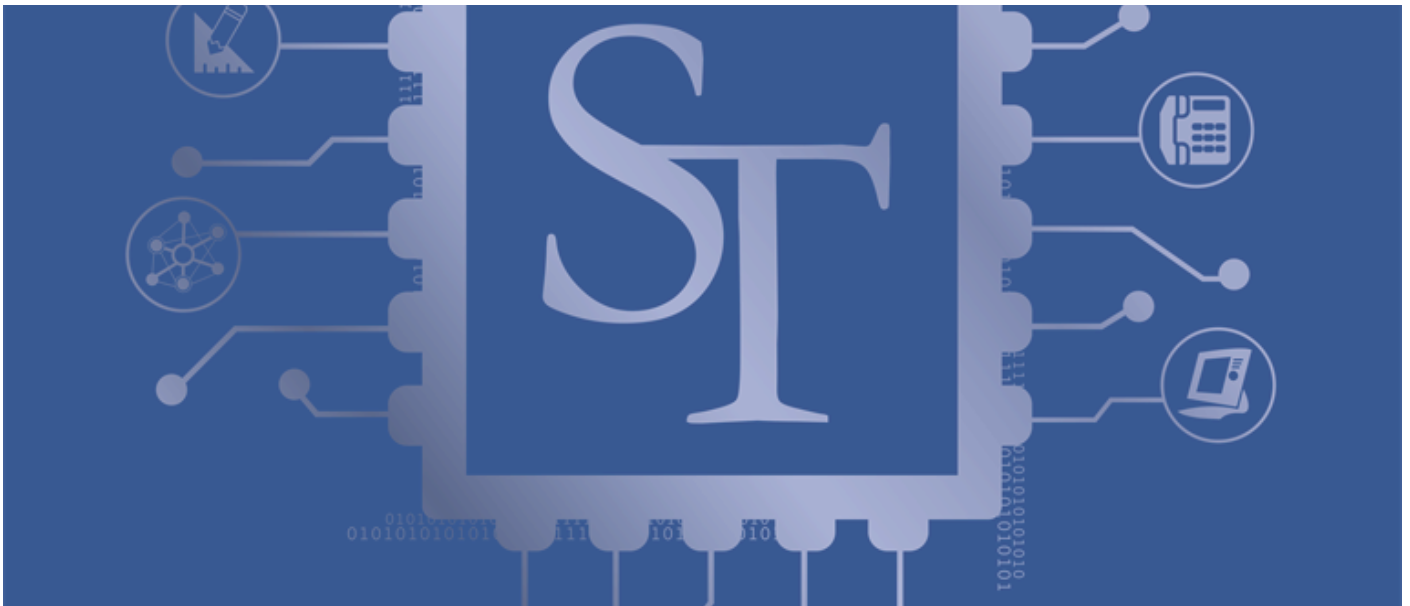
Mary Cone, City Clerk



System Tech Inc
2854 South Featherly Way
Southwest Ada County Alliance
Boise, Idaho 83709
United States

sales@systemtech.us
(208) 362-6493
systemtech.us
Austin Howell, RCDD
austin@systemtech.us
(208) 573-0236

Hailey City Council Chambers



Hailey City Hall
brian.yeager@haileycityhall.org
(208) 727-7614

Presented By
System Tech Inc

Quote Number
Q-2442

Presented On
May 14, 2026

Version
1

Meet the Team

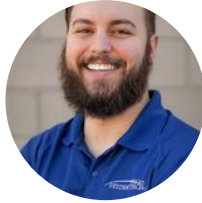


**Austin Howell,
RCDD**

Vice President of Sales

Austin started in the telecommunications industry in 2010 installing large retrofit structured cabling E-rate projects and has since gone on to embrace disruptive technologies within the industry. His ambition, leadership, dedication and customer service has bolstered System Techs offerings. Having performed in nearly every role within the industry over his tenure, Austin now serves as the VP of Sales for System Tech.

He is a highly technical and engineering-minded salesmen and prides himself on presenting his customers with solutions that solve problems rather than commoditized offerings.



Rusty Layton
AV Sales Engineer

Life long tech nerd who's passion on finding awesome technology turned into a job that allows him to get hands on with that tech to implement it for customers to fulfill their needs for all things Audio and Video. Formal training includes AVIXA CTS, BICSI, Crestron, QSC, Dante, Biamp, Lightware and more

Scope of Work

Council Chambers Audio Visual Refresh

System Tech will furnish and install a City Council Chambers AV system refresh of microphones, overhead speaker audio, and cameras.

The system includes (4) Tabletop wireless Shure Goose-neck Microphones. A single one is capable of having wide enough pickup angles to service two individuals sitting at the same desk. Microphone will have a dock for storage and charging while not in use. Microphones will have a USB connection for the current "Host Computer". (2) Overhead speakers will aid in better intelligibility of far-end audio during meetings or other content played locally on the "Host Computer".

Additionally an Aux cord will be installed to the recording computer to allow that computer to record the same audio overhead speaker and microphone audio of the system.

Optional additions: A wireless handheld microphone, body pack with lavalier microphone, and dock for charging.

Huddly Crew 3 Camera system with auto-framing and switching of camera views. Cameras would mount to the pole in the room and have views of left, center, and right desks and podium. The cameras would connect via USB to the "Host Computer".

It's estimated work would take no more than 3 days for two technicians. All interconnection wiring or cables to connect the system to clients computers is included.

As of the time of sending this quote, manufacturers have current stock of equipment or items already in stock at System Tech's Boise warehouse.

System Tech will provide training to key on-site personnel of use of the microphones and cameras. Operationally the system will function near the same as the current system but with much higher quality audio.

The audio equipment will be Plug-and-Play style and as long as the computer is set to the correct audio devices in Windows, will operate in full without any additional programs, drivers, or applications. The camera system can function in plug-and-play mode, but if desired, there is a program that could be installed to customize how the auto framing and switching operates. Once that is done, that application is no longer needed to continue to use the system.

Excluded from this scope of work:
Any conduit or electrical work
Anything not mentioned above or listed in the Bill of Materials







Summary

Chambers Audio Upgrade	\$17,130.12
Handheld & Bodypack Mics	\$2,252.75
Upgraded Camera System	\$11,521.04
Subtotal	\$30,903.91
Total Price	\$30,903.91

Products

Audio Visual

\$17,130.12

ITEM		QTY
	<p>C2G CG40522 75FT 3.5MM Plenum STEREO AUDIO CBL M/M</p>	1
	<p>Crestron Electronics CEN-SWPOE-10 10 Port PoE+Managed Switch</p>	1
	<p>Engineering & Customer Training</p>	4 h
	<p>Per-Diem</p>	1
	<p>QSC AC-C6T 6" Two-way ceiling speakers, 70/100V transformer with 8 Ohm bypass, 110 degree conical coverage, includes C-rings and rails for blind mount installation</p>	2
	<p>Shure ANIUSB-MATRIX USB Audio Network Interface</p>	1



Shure MXN-AMP
PoE+ Powered Multichannel Amplifier

1



Shure MXW8X--Z10
Desktop Based Gooseneck Transmitter

4



Shure MX410LP/S
10" Supercardioid gooseneck microphone, bicolor status indicator, less preamplifier

4



Shure MXWAPX8--Z10
Access Point Transceiver With 8 Wireless Audio Channels For Use With MXW Next Wireless Transmitters

1



Shure MXWDX4G
Networked Docking Stations That Can Charge 4 MXW Next Transmitters Without Removing The Battery, Compatible with MXW Next Gooseneck Boundary Transmitters Only

1



Superior Essex 77-240-2B
Copper Cable,4 Pair, 23 AWG Category 6 CMP Blue 1,000 FT. Pop Box

1



Travel

12 h

Windy City Wire 18-02P-WHT

1

18 AWG 2 Conductor Bare Copper, Non-Shielded Plenum UL Listed C(UL)US CMP [White]



Handheld & Bodypack Mics **OPTIONAL**

+ \$2,252.75

Added to Quote

ITEM QTY

Additional options



Shure MXW1X/O=-Z10
Hybrid Bodypack Transmitter

1



Shure WL185MB/C-TQG
WL185m Low-Profile Cardioid Lavalier Microphone with TA4F Connector (Black)

1



Shure MXW2X/SM58=-Z10
Handheld Transmitter with SM58 Capsule, Z10 Frequency Band

1



Shure MXWNDX2
MXWNDX Networked Charging Stations

1

Upgraded Camera System **OPTIONAL**

+ \$11,521.04

Added to Quote

ITEM QTY

Additional options



Huddly Huddly Crew 3 x L1 with Wall Mounts
AI-Driven Multi-Camera System

1

Professional Licenses

Classification	Description	Number	State/Province	Expiration Date
Registered Communications Distribution Designer	BICSI Certified RCDD - Austin Howell	313899	World Wide	Dec 31, 2027
Limited Energy Electrical License		ELE-SC-36431	ID	
Public Works License		PWC-C-14108-AAA-4	ID	
Registered Entity Contractor		RCE-5950	ID	
AVIXA CTS	Certified Technology Specialist - Delmar Rusty Layton	410168	World Wide	Nov 30, 2027

Signature

Signature

Date

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 5/26/26

DEPARTMENT: PW - Streets

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2026-____, authorizing the Mayor's signature on an agreement with Boswell Asphalt Paving Solutions, for the 2026 chip seal projects. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Staff identified that the City of Ketchum bid this item, making it eligible for piggybacking per Idaho State Statute 67-2805. The attached agreement with Boswell Asphalt Paving Solutions is for chip seal oil, 1/2" aggregate, fog seal, and striping for the 2026 chip seal projects. Pricing is as follows:

Chip seal oil then 1/2" aggregate=	\$161,147.20
Fog Seal=	\$ 53,139.06
Striping=	\$ 11,864.06
Sweeping and Mobilization=	\$ 25,000.00
Total:	\$ 251,150.32

The proposed chip seal project shown on the attached map will take place from June 12 to June 14 along the entire Woodside Blvd and includes Countryside Blvd. and the northern entrance to Winterhaven Dr.

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"/> Treasurer |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input checked="" type="checkbox"/> Streets |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | <input type="checkbox"/> Wastewater |
| <input type="checkbox"/> Engineer | <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> Water |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> Parks |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2026-____, authorizing the Mayor's signature on an agreement with Boswell Asphalt Paving Solutions, for the 2026 chip seal projects. **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

*Additional/Exceptional Originals to: _____

Copies (all info.):
Instrument # _____

Copies (AIS only)

**CITY OF HAILEY
RESOLUTION NO. 2026-**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AN AGREEMENT WITH BOSWELL ASPHALT PAVING
SOLUTIONS, FOR THE 2026 CHIP SEAL PROJECTS.**

WHEREAS, the City of Hailey desires to enter into an Agreement with Boswell Asphalt Paving Solutions, for the 2026 chip seal projects in a not to exceed amount of \$ 251,150.32.

WHEREAS, the City of Hailey and Boswell Asphalt Paving Solutions 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 Boswell Asphalt Paving Solutions and that the mayor is authorized to execute the attached document,

Passed this 26th day of May, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Boswell Asphalt Paving Solutions, Inc.

Estimate

1651 W. Jarvis Ct.

PH(208-884-1050)
FX(208-884-8344)

5/11/26

Hailey
City of Hailey Public Works
115 S. Main Street
Hailey, ID 83333

Estimate #	P.O. No.	Customer Phone	Customer E-mail	Project
4014		(208) 788-9815 Ext. 4	brian.yeager@haileycityhal...	

Item	Description	Qty	Rate	Total
	Peggy Back Project Hailey Project Awarded From City Of Ketchum 2026 Downtown Chip Seal. Pricing is the same quantity is different			
Chip Seal 1/2"	Apply CRS2 hot chipping oil, then apply 1/2" aggregate.	40,286.8	4.00	161,147.20
Fog Seal	CSS-1H applied at an average rate of 0.10 gallons/square yard.	53,139.06	1.00	53,139.06
Striping	6" White Line 30.830.0 LNFT Price \$ 0.201 \$6,196.83 4" Double Yellow Centertline 15,415 Ln.FT. Price \$ 0.262 \$ 4,0387.73 Striping Mob \$550	1	11,864.06	11,864.06
Sweeping	Sweeping	1	22,000.00	22,000.00
Mobilization Fee			3,000.00	3,000.00
	Sales Tax		0.00%	0.00

A monthly finance charge of 18% will be assessed starting 30 days after the invoice date.	Total	\$251,150.32
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We hereby furnish material & labor, complete in accordance with above specifications for above total. Payment due in full upon completion of job. This proposal may be withdrawn if not accepted within 20 days. Signature _____ Date: _____

Acceptance of proposal: The above prices & specifications are satisfactory and hereby accepted. Signature _____

Date:

Return to Agenda

AGENDA ITEM SUMMARY

DATE 05/26/2026 DEPARTMENT: Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Approval of Claims costs incurred during the month of April 2026 that are set to be paid by contract for May 2026.

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

Claims are processed for approval three times per month under the following procedure:

1. Invoices received, approved and coded to budget by Department Head.
 2. Invoice entry into data base by finance department.
 3. Open invoice report and check register report printed for council review at city council meeting.
 4. Following council approval, mayor and clerk sign checks and check register report.
 5. Signed check register report is entered into Minutes book.
-

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

Payments are for expenses incurred during the previous month, per an accrual accounting system.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

___ City Attorney ___ Clerk / Finance Director ___ Engineer ___ Mayor
___ P & Z Commission ___ Parks & Lands Board ___ Public Works ___ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review reports, ask questions about expenses and procedures, approve claims for payment.

FOLLOW UP NOTES:

Report Criteria:

Includes all check types

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
05/14/2026	CDPT	05/19/2026	61072	AFLAC	1	-183.50
05/14/2026	CDPT	05/19/2026	61073	DELTA DENTAL PLAN OF I	2	-4,119.73
05/14/2026	CDPT	05/19/2026	61074	NCPERS GROUP LIFE INS	6	-144.00
05/14/2026	CDPT	05/19/2026	52203	PERSI	7	-43,499.32
05/14/2026	CDPT	05/19/2026	52201	MOUNTAIN WEST BANK	8	-43,320.16
05/14/2026	CDPT	05/19/2026	52204	IDAHO STATE TAX COMMI	9	-5,566.00
05/14/2026	CDPT	05/19/2026	52200	A.W. REHN & ASSOCIATE	21	-1,336.90
05/14/2026	CDPT	05/19/2026	52202	Nationwide 457/Roth	34	-3,963.26
05/14/2026	CDPT	05/19/2026	61076	VSP	26	-632.76
05/14/2026	CDPT	05/19/2026	61075	REGENCE BLUE SHIELD	3	-65,815.21
05/14/2026	PC	05/21/2026	52126	BAILES, RUTH ELIZABETH	8059	-417.77
05/14/2026	PC	05/21/2026	52127	CARRILLO-SALAS, DALIA	8209	-1,715.21
05/14/2026	PC	05/21/2026	52128	CONE, MARY M HILL	8009	-1,923.19
05/14/2026	PC	05/21/2026	52129	HOROWITZ, LISA	8049	-2,942.25
05/14/2026	PC	05/21/2026	52130	POMERLEAU, JENNIFER	8207	-1,642.33
05/14/2026	PC	05/21/2026	52131	TRAN, TUYEN	8205	-1,294.37
05/14/2026	PC	05/21/2026	52132	DAVIS, ROBYN K	8060	-2,330.72
05/14/2026	PC	05/21/2026	52133	DYER, ASHLEY MAUREEN	8401	-1,955.25
05/14/2026	PC	05/21/2026	52134	RODRIGUE, EMILY THERE	8115	-1,713.17
05/14/2026	PC	05/21/2026	52135	WARD, YADIRA	8405	-1,431.30
05/14/2026	PC	05/21/2026	52136	BALEDGE, MICHAEL S	9054	-2,670.03
05/14/2026	PC	05/21/2026	52137	CHASE, AMANDA LUISE	9036	-1,486.26
05/14/2026	PC	05/21/2026	52138	DYM, JACOB W	9204	-193.93
05/14/2026	PC	05/21/2026	52139	GRANT, DARYL ERNEST	9068	-1,598.96
05/14/2026	PC	05/21/2026	52140	HAIRSTON, KEITH GUY	8186	-1,805.06
05/14/2026	PC	05/21/2026	52141	HERNANDEZ, BRYAN	9033	-250.50
05/14/2026	PC	05/21/2026	52142	HOOVER, JAMES THOMA	9047	-2,824.91
05/14/2026	PC	05/21/2026	52143	MAYNE, EARL JAMES	9124	-384.40
05/14/2026	PC	05/21/2026	52144	MURPHY, JOSHUA Z	9011	-465.30
05/14/2026	PC	05/21/2026	52145	PRUETT, MATHEW DEAN	9040	-468.67
05/14/2026	PC	05/21/2026	52146	SWENKE, JACKSON JOSE	9199	-1,033.65
05/14/2026	PC	05/21/2026	52147	YEAGER, KAITLYN R	9117	-318.31
05/14/2026	PC	05/21/2026	52148	CROTTY, JOSHUA M	8283	-1,577.02
05/14/2026	PC	05/21/2026	52149	DABNEY, LEE A DONAHUE	1008078	-1,665.33
05/14/2026	PC	05/21/2026	52150	DeKLOTZ, ELISE	8200	-143.67
05/14/2026	PC	05/21/2026	52151	DREWIEN, LYNETTE M	1008271	-1,915.56
05/14/2026	PC	05/21/2026	52152	FOUDY, GRACE ANNA	8128	-96.04
05/14/2026	PC	05/21/2026	52153	HARDING, CHARLOTTE E	8293	-909.35
05/14/2026	PC	05/21/2026	52154	JENSEN, CASSIDY RAE	8129	-1,338.34
05/14/2026	PC	05/21/2026	52155	MAXWELL, LAHELA HINAN	8124	-1,450.30
05/14/2026	PC	05/21/2026	52156	PRIMROSE, LAURA A	8102	-1,258.96
05/14/2026	PC	05/21/2026	52157	RODGERS, AMBER TELLE	8297	-116.83
05/14/2026	PC	05/21/2026	52158	SUWANRIT, AMANDA CHRI	1008059	-1,631.34
05/14/2026	PC	05/21/2026	52159	BAIN, AMY SUE	8554	-1,564.30
05/14/2026	PC	05/21/2026	52160	JAIME-ESPARZA, ADAN	8241	-1,275.75
05/14/2026	PC	05/21/2026	52161	SAVAGE, JAMES L	8204	-2,352.34
05/14/2026	PC	05/21/2026	52162	THORNQUEST, SHELLIE	8550	-192.71
05/14/2026	PC	05/21/2026	52163	ZAVALA MONCADA, FIDEL	8232	-2,154.29
05/14/2026	PC	05/21/2026	52164	AGUAYO, KENNETH	8220	-1,624.53
05/14/2026	PC	05/21/2026	52165	ALLEN, THOMAS HAROLD	8219	-2,361.53
05/14/2026	PC	05/21/2026	52166	CERVANTES, GUSTAVO A	8215	-2,626.14
05/14/2026	PC	05/21/2026	52167	COX, CHARLES F	8161	-3,029.86
05/14/2026	PC	05/21/2026	52168	CRAMER, ADISON AL	8217	-2,132.44
05/14/2026	PC	05/21/2026	52169	CROXFORD, ZACHARY DA	8218	-1,975.70

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
05/14/2026	PC	05/21/2026	52170	ENGLAND, STEVE J	8143	-3,518.37
05/14/2026	PC	05/21/2026	52171	GONZALEZ, ADRIAN MAN	8170	-2,056.38
05/14/2026	PC	05/21/2026	52172	HAMMOND, EMMA GRACE	8222	-2,004.91
05/14/2026	PC	05/21/2026	52173	JONES, KYLIE MELETIA	8155	-2,225.80
05/14/2026	PC	05/21/2026	52174	LEOS, CHRISTINA M	8012	-2,349.55
05/14/2026	PC	05/21/2026	52175	ORNELAS, MANUEL G	1008180	-2,591.53
05/14/2026	PC	05/21/2026	52176	OWENS, ERIC ODELL	8119	-2,019.83
05/14/2026	PC	05/21/2026	52177	PECK, TODD D	8167	-3,146.07
05/14/2026	PC	05/21/2026	52178	ARELLANO, NANCY	8005	-1,403.43
05/14/2026	PC	05/21/2026	52179	MARES, MARIA C	8251	-1,583.02
05/14/2026	PC	05/21/2026	52180	WILLIAMS, EMILY ANNE	8023	-1,745.67
05/14/2026	PC	05/21/2026	52181	YEAGER, BRIAN D	8107	-2,576.04
05/14/2026	PC	05/21/2026	52182	DOMKE, RODNEY F	8097	-1,889.80
05/14/2026	PC	05/21/2026	52183	HERNANDEZ, ADAN	8509	-2,309.15
05/14/2026	PC	05/21/2026	52184	JOHNSTON, JAIMEY P	8243	-2,351.47
05/14/2026	PC	05/21/2026	52185	MOATS, ZAKARY S	8174	-1,770.42
05/14/2026	PC	05/21/2026	52186	MORT, SCOTT ROBERT	8181	-1,583.25
05/14/2026	PC	05/21/2026	52187	PARKS, ALEXANDER MIC	8180	-1,665.55
05/14/2026	PC	05/21/2026	52188	SAVAGE, BRADLEE JAME	8179	-1,542.45
05/14/2026	PC	05/21/2026	52189	SCHWARZ, STEPHEN K	8226	-2,808.38
05/14/2026	PC	05/21/2026	52190	AMBRIZ, JOSE	7023	-2,384.50
05/14/2026	PC	05/21/2026	52191	ELLSWORTH, BRYSON D	8285	-2,855.75
05/14/2026	PC	05/21/2026	52192	GARRISON, SHANE	1008048	-1,935.94
05/14/2026	PC	05/21/2026	52193	SHOTSWELL, DAVE O	7044	-2,367.08
05/14/2026	PC	05/21/2026	52194	WARD, NATHAN DANIEL	8287	-1,617.64
05/14/2026	PC	05/21/2026	52195	BALDWIN, MERRITT JAME	8286	-2,213.72
05/14/2026	PC	05/21/2026	52196	BALIS, MARVIN C	8225	-2,411.37
05/14/2026	PC	05/21/2026	52197	HARMON, JEFFREY SCOT	8239	-1,735.89
05/14/2026	PC	05/21/2026	52198	PERRON, JOEL MARCEY	8505	-1,340.74
05/14/2026	PC	05/21/2026	52199	VINCENT, BRIAN A	1008071	-1,934.06
Grand Totals:						-296,776.47
						<u>84</u>

Report Criteria:

Includes all check types

Includes unprinted checks

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
176 ALLINGTON, RICK											
227	1	Misdemeanor Services	Invoice	06/01/2026	06/01/2026	4,434.00	4,434.00	100-25-41313		626	1
Total 176 ALLINGTON, RICK:						4,434.00	4,434.00				
1913 AMAZON CAPITAL SERVICES											
11MH-T	1	HOP PORTER - ZIP TIES	Invoice	05/04/2026	05/26/2026	117.58	117.58	120-50-41539	24.40.0002.1	526	1
11MH-T	1	RAFFLE TICKETS ICOPA - #11MH-TFPW-YFYX	Invoice	05/04/2026	05/26/2026	60.78	60.78	100-25-41215		526	1
16XV-	1	SOLDERLESS WIRE CONNECTORS	Invoice	05/11/2026	05/26/2026	13.98	13.98	100-40-41405		526	1
1C7K-7	1	COPY RM OFFICE SUPPL	Invoice	05/16/2026	05/26/2026	12.50	12.50	100-42-41215		526	1
1C7K-7	2	COPY RM OFFICE SUPPL	Invoice	05/16/2026	05/26/2026	12.51	12.51	200-42-41215		526	1
1C7K-7	3	COPY RM OFFICE SUPPL	Invoice	05/16/2026	05/26/2026	12.51	12.51	210-42-41215		526	1
1MPQ-	1	Book club	Invoice	01/20/2026	05/26/2026	72.00	72.00	100-45-41735		526	1
1NNT-4	1	BOOTS - #1NNT-4C7T-NW3K	Invoice	04/01/2026	05/26/2026	251.65	251.65	100-25-41703		526	1
1VCX-	1	TICKET PAPER - #1VCX-W7CL-HLM7	Invoice	02/13/2026	05/26/2026	65.95	65.95	100-25-41405		526	1
1XNC-	1	SAMSUNG USBC CHARGE CABLE	Invoice	05/11/2026	05/26/2026	27.50	27.50	100-40-41215		526	1
1YYC-7	1	Book purchase	Invoice	05/05/2026	05/26/2026	7.02	7.02	100-45-41535		526	1
Total 1913 AMAZON CAPITAL SERVICES:						653.98	653.98				
5013 AMERICAN TOWER CORPORATION											
415083	1	DELLA MT TWR RNTL 5/1	Invoice	05/01/2026	05/26/2026	823.15	823.15	200-60-41713		526	1
415083	2	DELLA MT TWR RNTL 5/1 1/3 SHARE	Invoice	05/01/2026	05/26/2026	55.61	55.61	100-42-41713		526	1
415083	3	DELLA MT TWR RNTL 5/1 1/3 SHARE	Invoice	05/01/2026	05/26/2026	55.61	55.61	200-42-41713		526	1
415083	4	DELLA MT TWR RNTL 5/1 1/3 SHARE	Invoice	05/01/2026	05/26/2026	55.61	55.61	210-42-41713		526	1
415083	1	DELLA MT TWR RNTL 5/1 UT REIMB	Invoice	05/01/2026	05/26/2026	12.50	12.50	200-60-41713		526	1
415083	2	DELLA MT TWR RNTL 5/1 UT REIMB 1/3 SHARE	Invoice	05/01/2026	05/26/2026	4.16	4.16	100-42-41713		526	1
415083	3	DELLA MT TWR RNTL 5/1 UT REIMB 1/3 SHARE	Invoice	05/01/2026	05/26/2026	4.17	4.17	200-42-41713		526	1
415083	4	DELLA MT TWR RNTL 5/1 UT REIMB 1/3 SHARE	Invoice	05/01/2026	05/26/2026	4.17	4.17	210-42-41713		526	1
Total 5013 AMERICAN TOWER CORPORATION:						1,014.98	1,014.98				
50485 BANCORP BANK											
730426	1	2022 Ford Explorer Lease xx-7164	Invoice	04/30/2026	05/26/2026	9,391.25	9,391.25	120-25-41549		526	1
730426	2	2022 Ford Explorer Lease xx-6952	Invoice	04/30/2026	05/26/2026	9,391.25	9,391.25	120-25-41549		526	1
730426	3	2023 Ford Explorer Lease xx-7333	Invoice	04/30/2026	05/26/2026	13,210.80	13,210.80	120-25-41549		526	1
730426	4	2023 Ford Explorer Lease xx-8111	Invoice	04/30/2026	05/26/2026	13,210.80	13,210.80	120-25-41549		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 50485 BANCORP BANK:						45,204.10	45,204.10				
2885 BIG STATE INDUSTRIAL SUPPLY, I											
163215	1	DRILL INDEX, HOSE	Invoice	05/01/2026	05/26/2026	299.80	299.80	100-40-41423		526	1
163215	2	WIRE TIES, INDUSTRIAL WIPES, HANDLING	Invoice	05/01/2026	05/26/2026	101.23	101.23	100-40-41405		526	1
Total 2885 BIG STATE INDUSTRIAL SUPPLY, I:						401.03	401.03				
50380 BOULDER MOUNTAIN HEATING											
17214	1	CITY HALL - CHANGE FILTERS, RESET THERM. TI	Invoice	05/01/2026	05/26/2026	120.00	120.00	100-42-41413		526	1
17214	2	CITY HALL - CHANGE FILTERS, RESET THERM. TI	Invoice	05/01/2026	05/26/2026	120.00	120.00	200-42-41413		526	1
17214	3	CITY HALL - CHANGE FILTERS, RESET THERM. TI	Invoice	05/01/2026	05/26/2026	120.00	120.00	210-42-41413		526	1
17215	1	Spring service/new filters	Invoice	05/01/2026	05/26/2026	370.00	370.00	100-45-41413		526	1
Total 50380 BOULDER MOUNTAIN HEATING:						730.00	730.00				
2326 CDW GOVERNMENT											
ZR012	1	Zoom Video Subscription X15	Invoice	04/26/2026	05/26/2026	225.00	225.00	100-15-41713		526	1
ZR012	2	Zoom Video Subscription X15	Invoice	04/26/2026	05/26/2026	225.00	225.00	200-15-41713		526	1
ZR012	3	Zoom Video Subscription X15	Invoice	04/26/2026	05/26/2026	225.00	225.00	210-15-41713		526	1
Total 2326 CDW GOVERNMENT:						675.00	675.00				
6051 CENTURY LINK											
784269	1	9814 260B long distance	Invoice	05/01/2026	05/26/2026	1.86	1.86	100-15-41713		526	1
784269	2	9814 260B long distance	Invoice	05/01/2026	05/26/2026	1.86	1.86	200-15-41713		526	1
784269	3	9814 260B long distance	Invoice	05/01/2026	05/26/2026	1.86	1.86	210-15-41713		526	1
784269	4	9814 260B long distance	Invoice	05/01/2026	05/26/2026	1.86	1.86	100-25-41713		526	1
784269	5	9814 260B long distance	Invoice	05/01/2026	05/26/2026	1.86	1.86	100-20-41713		526	1
784269	6	9814 260B long distance- 33.33%	Invoice	05/01/2026	05/26/2026	.62	.62	100-42-41713		526	1
784269	7	9814 260B long distance- 33.33%	Invoice	05/01/2026	05/26/2026	.62	.62	200-42-41713		526	1
784269	8	9814 260B long distance- 33.33%	Invoice	05/01/2026	05/26/2026	.62	.62	210-42-41713		526	1
784269	9	2211 125B LONG DIST- TREATMENT PLANT	Invoice	05/01/2026	05/26/2026	.93	.93	210-70-41713		526	1
784269	10	2211 125B LONG DIST- Water Dept	Invoice	05/01/2026	05/26/2026	.93	.93	200-60-41713		526	1
784269	11	3147 220B LONG DIST: FIRE DEPT	Invoice	05/01/2026	05/26/2026	1.86	1.86	100-55-41713		526	1
784269	12	5965-737B LONG DIST- STREET SHOP	Invoice	05/01/2026	05/26/2026	1.87	1.87	100-40-41713		526	1
Total 6051 CENTURY LINK:						16.75	16.75				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
5702 CINTAS											
426681	1	UNIFORM SERVICES STS	Invoice	04/22/2026	05/26/2026	118.15	118.15	100-40-41703		526	1
426759	1	UNIFORM SERVICES STS	Invoice	04/29/2026	05/26/2026	118.15	118.15	100-40-41703		526	1
426832	1	UNIFORM SERVICES WW	Invoice	05/06/2026	05/26/2026	184.94	184.94	210-70-41703		526	1
426832	1	UNIFORM SERVICES STS	Invoice	05/06/2026	05/26/2026	113.99	113.99	100-40-41703		526	1
426909	1	UNIFORM SERVICES WW	Invoice	05/13/2026	05/26/2026	172.81	172.81	210-70-41703		526	1
533114	1	FIRST AID AND CABINET RESTOCK W.	Invoice	04/22/2026	05/26/2026	458.10	458.10	200-60-41703		526	1
533114	2	BODY FLUID CLEANUP KIT W.	Invoice	04/22/2026	05/26/2026	41.56	41.56	200-60-41703		526	1
533114	3	BLEEDING CONTROL KIT W.	Invoice	04/22/2026	05/26/2026	226.10	226.10	200-60-41703		526	1
Total 5702 CINTAS:						1,433.80	1,433.80				
974 CITY OF HAILEY GENERAL FUND											
111846	1	BUILDING PERMIT-43 Broadford Rd. 26-081	Invoice	05/21/2026	05/26/2026	4,643.45	4,643.45	120-10-41549		526	1
Total 974 CITY OF HAILEY GENERAL FUND:						4,643.45	4,643.45				
2954 CLEAR CREEK DISPOSAL -PARKS											
000190	1	PORT RR - SKATEPARK	Invoice	04/29/2026	05/26/2026	193.25	193.25	100-50-41325		526	1
000190	1	PORT RR - McKERCHER	Invoice	04/29/2026	05/26/2026	401.37	401.37	100-50-41325		526	1
000190	1	PORT RR - FOXMOOR	Invoice	04/29/2026	05/26/2026	193.25	193.25	100-50-41325		526	1
000190	1	PORT RR - HOP PORTER	Invoice	04/29/2026	05/26/2026	193.25	193.25	100-50-41325		526	1
000190	1	PORT RR -DEERFIELD	Invoice	04/29/2026	05/26/2026	193.46	193.46	100-50-41325		526	1
000190	1	PORT RR - KEEFER	Invoice	04/29/2026	05/26/2026	386.50	386.50	100-50-41325		526	1
000190	1	PORT RR -CUTTERS	Invoice	04/29/2026	05/26/2026	193.25	193.25	100-50-41325		526	1
000190	1	PORT RR - HEAGLE	Invoice	04/29/2026	05/26/2026	193.25	193.25	100-50-41325		526	1
000190	1	PORT RR - KIWANIS	Invoice	04/29/2026	05/26/2026	193.46	193.46	100-50-41325		526	1
000190	1	PORT RR - sunbeam	Invoice	04/29/2026	05/26/2026	193.46	193.46	100-50-41325		526	1
000190	1	CoMP. BIN - KEEFER	Invoice	04/29/2026	05/26/2026	149.22	149.22	100-00-20515	22.42.0002.1	526	1
000190	1	CoMP. BIN - ATKINSONS	Invoice	04/29/2026	05/26/2026	151.24	151.24	100-00-20515	22.42.0002.1	526	1
000190	1	CoMP. BIN - COM CAMP.	Invoice	04/29/2026	05/26/2026	151.24	151.24	100-00-20515	22.42.0002.1	526	1
000190	1	CoMP. BIN - ALBERTSONS	Invoice	04/29/2026	05/26/2026	302.48	302.48	100-00-20515	22.42.0002.1	526	1
000190	1	CoMP. BIN - POST OFFICE	Invoice	04/29/2026	05/26/2026	147.25	147.25	100-00-20515	22.42.0002.1	526	1
Total 2954 CLEAR CREEK DISPOSAL -PARKS:						3,235.93	3,235.93				
3622 CLEAR SOLUTIONS ENGINEERING											
539	1	SUNBEAM WELL - PREP WELLHOUSE MECH PLA	Invoice	05/01/2026	05/26/2026	6,930.00	6,930.00	200-60-41513	21.60.0003.1	526	1
540	1	WATER SYSTEMS FPS- PREP MULT SECTIONS F	Invoice	05/01/2026	05/26/2026	14,260.00	14,260.00	200-60-41313	23.60.0001.1	526	1
541	1	OOS W - NORTHBRIDGE WATER PRESSURE EVAL,	Invoice	05/01/2026	05/26/2026	16,338.03	16,338.03	200-60-41313		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 3622 CLEAR SOLUTIONS ENGINEERING:						37,528.03	37,528.03				
7000 CLEARWATER LANDSCAPING											
12759	1	HPD LAWN SERVICE MAY AGREEMENT - #12759	Invoice	05/01/2026	05/26/2026	732.58	732.58	100-25-41413		526	1
12825	1	keefer thatching	Invoice	05/14/2026	05/26/2026	550.00	550.00	100-50-41325		526	1
12826	1	LIONS PARK IRRIGATION REPAIR	Invoice	05/14/2026	05/26/2026	261.98	261.98	100-50-41325		526	1
12827	1	ST SHOP SPRING CLEAN UP, THATCH TURF	Invoice	05/14/2026	05/26/2026	632.75	632.75	100-40-41413		526	1
12828	1	SKATEPARK MAINT - BED CLEANING	Invoice	05/14/2026	05/26/2026	502.50	502.50	100-50-41325		526	1
Total 7000 CLEARWATER LANDSCAPING:						2,679.81	2,679.81				
50396 COASTLINE EQUIPMENT											
123623	1	CORE, V-BELT CR	Invoice	04/28/2025	05/12/2025	172.39-	172.39-	100-40-41405		525	1
Total 50396 COASTLINE EQUIPMENT:						172.39-	172.39-				
1537 COMMERCIAL TIRE											
09-167	1	AIR CHECK 8 LOADERS, 3 SERVICE	Invoice	03/10/2026	04/13/2026	114.00	114.00	100-40-41405		426	1
09-167	1	AIR CHECK 8 LOADERS, 3 SERVICE CR	Invoice	03/11/2026	04/13/2026	114.00-	114.00-	100-40-41405		426	1
Total 1537 COMMERCIAL TIRE:						.00	.00				
972 COX COMMUNICATIONS											
05/01/2	1	027815002 Library	Invoice	05/01/2026	05/26/2026	363.57	363.57	100-45-41713		526	1
05/01/2	2	027815002 Library e-rate	Invoice	05/01/2026	05/26/2026	104.39-	104.39-	100-45-41713		526	1
05/01/2	3	0205236602 STREET	Invoice	05/01/2026	05/26/2026	219.74	219.74	100-40-41713		526	1
05/01/2	4	039605901 HPD	Invoice	05/01/2026	05/26/2026	222.99	222.99	100-25-41713		526	1
Total 972 COX COMMUNICATIONS:						701.91	701.91				
663 D&B SUPPLY											
3922	1	WORK SHOES	Invoice	05/09/2026	05/26/2026	159.99	159.99	100-50-41703		526	1
Total 663 D&B SUPPLY:						159.99	159.99				
6877 D.O.P.L											
05/12/2	1	PAID VIA ECHECK 05/12/2026	Invoice	05/13/2026	05/26/2026	226.46	226.46	100-20-41315		526	1
05/20/2	1	PAID VIA ECHECK 05/20/2026	Invoice	05/20/2026	05/26/2026	516.26	516.26	100-20-41315		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 6877 D.O.P.L.:						742.72	742.72				
601 DEMCO											
780646	1	book display cradles	Invoice	05/11/2026	05/26/2026	80.70	80.70	100-45-41215		526	1
Total 601 DEMCO:						80.70	80.70				
781 DIGLINE											
007954	1	DIG LINE FEES W.	Invoice	04/30/2026	05/26/2026	126.75	126.75	200-60-41325		526	1
007954	2	DIG LINE FEES WW.	Invoice	04/30/2026	05/26/2026	126.75	126.75	210-70-41325		526	1
Total 781 DIGLINE:						253.50	253.50				
4007 DOPL											
HOOO	1	2026 ANNUAL CERTIFICATION - ELEVATOR	Invoice	05/18/2026	05/26/2026	41.66	41.66	100-42-41413		526	1
HOOO	2	2026 ANNUAL CERTIFICATION - ELEVATOR	Invoice	05/18/2026	05/26/2026	41.67	41.67	200-42-41413		526	1
HOOO	3	2026 ANNUAL CERTIFICATION - ELEVATOR	Invoice	05/18/2026	05/26/2026	41.67	41.67	210-42-41413		526	1
Total 4007 DOPL:						125.00	125.00				
5455 ENOURATO, LISA											
COH20	1	RFQ - Bullion Pathway	Invoice	03/09/2026	05/26/2026	382.50	382.50	120-40-41549	24.40.0002.1	526	1
COH20	1	RFQ - Bullion Pathway	Invoice	05/12/2026	05/26/2026	170.00	170.00	120-40-41549	24.40.0002.1	526	1
Total 5455 ENOURATO, LISA:						552.50	552.50				
3312 ENVIROSIGHT LLC											
INV006	1	WINCAN LICENSE WW	Invoice	05/04/2026	05/26/2026	16,300.00	16,300.00	210-70-41325		526	1
Total 3312 ENVIROSIGHT LLC:						16,300.00	16,300.00				
297 EVANS PLUMBING, INC.											
176531	1	BATHROOM REPAIRS	Invoice	05/07/2026	05/26/2026	15,009.00	15,009.00	100-50-41413		526	1
Total 297 EVANS PLUMBING, INC.:						15,009.00	15,009.00				
348 FEDERAL EXPRESS											
940410	1	Shipping - Pomerleau Computer/monitor	Invoice	04/28/2026	05/26/2026	25.16	25.16	100-15-41213		526	1
940410	2	Shipping - Pomerleau Computer/monitor	Invoice	04/28/2026	05/26/2026	25.16	25.16	200-15-41213		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
940410	3	Shipping - Pomerleau Computer/monitor	Invoice	04/28/2026	05/26/2026	25.17	25.17	210-15-41213		526	1
Total 348 FEDERAL EXPRESS:						75.49	75.49				
171 FERGUSON WATERWORKS #1701											
095273	1	FIRE HYDRANT REPAIR KIT	Invoice	04/23/2026	05/26/2026	686.91	686.91	220-65-41403		526	1
095684	1	HOP PORTER - 15X300' N080	Invoice	05/06/2026	05/26/2026	1,094.14	1,094.14	120-50-41539	24.40.0002.1	526	1
095701	1	HOP PORTER - 15X300' N080	Invoice	05/06/2026	05/26/2026	8,500.00	8,500.00	120-50-41539	24.40.0002.1	526	1
Total 171 FERGUSON WATERWORKS #1701:						10,281.05	10,281.05				
1584 FIRST BANKCARD - BALEDGE											
102210	1	ICC TRAINING - HAIRSTON	Invoice	04/10/2026	05/26/2026	267.89	267.89	100-55-41723		526	1
93607	1	EMS CONFRENCE HOTEL ROOM 04/16-04/17 HAI	Invoice	04/16/2026	05/26/2026	273.41	273.41	100-55-41724		526	1
954065	1	NFPA LINK - PREVENTIONS	Invoice	04/22/2026	05/26/2026	129.99	129.99	100-55-41747		526	1
Total 1584 FIRST BANKCARD - BALEDGE:						671.29	671.29				
5457 FIRST BANKCARD - BALIS											
145115	1	FOOD AND DRINKS FOR NEW OFFICE PARTY	Invoice	04/13/2026	05/26/2026	130.76	130.76	200-60-41413		526	1
416000	1	ICE FOR NEW OFFICE PARTY	Invoice	04/13/2026	05/26/2026	8.46	8.46	200-60-41413		526	1
IDZ376	1	LICENSE EXAM FEES	Invoice	04/14/2026	05/26/2026	108.00	108.00	200-60-41723		526	1
INV-DF	1	STARLINK MONTHLY FEES	Invoice	04/07/2026	05/26/2026	50.00	50.00	200-60-41405		526	1
MQ1W	1	APPLE CLOUD STORAGE	Invoice	04/27/2026	05/26/2026	.99	.99	200-60-41325		526	1
Total 5457 FIRST BANKCARD - BALIS:						298.21	298.21				
5372 FIRST BANKCARD - CONE											
12	1	Printing Calculator X3	Invoice	04/20/2026	05/26/2026	41.93	41.93	100-15-41211		526	1
12	2	Printing Calculator X3	Invoice	04/20/2026	05/26/2026	41.93	41.93	200-15-41211		526	1
12	3	Printing Calculator X3	Invoice	04/20/2026	05/26/2026	41.93	41.93	210-15-41211		526	1
419966	1	Cafe Della - CC Goal Setting	Invoice	04/27/2026	05/26/2026	188.14	188.14	100-15-41215		526	1
419966	2	Cafe Della - CC Goal Setting	Invoice	04/27/2026	05/26/2026	188.14	188.14	200-15-41215		526	1
419966	3	Cafe Della - CC Goal Setting	Invoice	04/27/2026	05/26/2026	188.15	188.15	210-15-41215		526	1
ADOBE	1	Adobe - April 2026	Invoice	04/01/2026	05/26/2026	4.33	4.33	100-15-41711		526	1
ADOBE	2	Adobe - April 2026	Invoice	04/01/2026	05/26/2026	4.33	4.33	200-15-41711		526	1
ADOBE	3	Adobe - April 2026	Invoice	04/01/2026	05/26/2026	4.33	4.33	210-15-41711		526	1
F39F7	1	Grocery Outlet CC Goal Setting	Invoice	04/27/2026	05/26/2026	7.82	7.82	100-15-41215		526	1
F39F7	2	Grocery Outlet CC Goal Setting	Invoice	04/27/2026	05/26/2026	7.82	7.82	200-15-41215		526	1
F39F7	3	Grocery Outlet CC Goal Setting	Invoice	04/27/2026	05/26/2026	7.83	7.83	210-15-41215		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
G1535	1	G153579708 Microsoft Licenses	Invoice	04/19/2026	05/26/2026	8.40	8.40	100-15-41215		526	1
G1535	2	G153579708 Microsoft Licenses	Invoice	04/19/2026	05/26/2026	8.40	8.40	200-15-41215		526	1
G1535	3	G153579708 Microsoft Licenses	Invoice	04/19/2026	05/26/2026	8.40	8.40	210-15-41215		526	1
INDESI	1	InDesign for E.Williams - April 2026	Invoice	04/01/2026	05/26/2026	25.33	25.33	100-42-41711		526	1
INDESI	2	InDesign for E.Williams - April 2026	Invoice	04/01/2026	05/26/2026	25.33	25.33	200-15-41711		526	1
INDESI	3	InDesign for E.Williams - April 2026	Invoice	04/01/2026	05/26/2026	25.32	25.32	210-15-41711		526	1
INV-15	1	WASABI CLOUD STORAGE - April 2026	Invoice	04/17/2026	05/26/2026	8.29	8.29	100-15-41711		526	1
INV-15	2	WASABI CLOUD STORAGE - April 2026	Invoice	04/17/2026	05/26/2026	8.29	8.29	200-15-41711		526	1
INV-15	3	WASABI CLOUD STORAGE - April 2026	Invoice	04/17/2026	05/26/2026	8.30	8.30	210-15-41711		526	1
INV-DF	1	STARLINK MONTHLY SUBS 04/24/26-05/24/26	Invoice	04/24/2026	05/26/2026	43.33	43.33	100-15-41215		526	1
INV-DF	2	STARLINK MONTHLY SUBS 04/24/26-05/24/26	Invoice	04/24/2026	05/26/2026	43.33	43.33	200-15-41215		526	1
INV-DF	3	STARLINK MONTHLY SUBS 04/24/26-05/24/26	Invoice	04/24/2026	05/26/2026	43.34	43.34	210-15-41215		526	1
Total 5372 FIRST BANKCARD - CONE:						982.74	982.74				
5618 FIRST BANKCARD - DAVIS (9902)											
4692	1	BILLING CYCLE ENDING 04/30/26 Sustainability	Invoice	04/17/2026	05/26/2026	1,800.00	1,800.00	100-20-41711		526	1
Total 5618 FIRST BANKCARD - DAVIS (9902):						1,800.00	1,800.00				
5429 FIRST BANKCARD - DREWIEN											
028960	1	Library Week supplies	Invoice	04/22/2026	05/26/2026	12.59	12.59	100-45-41326		526	1
5PQ54	1	Library Week Volunteer Appreciation	Invoice	04/22/2026	05/26/2026	30.76	30.76	100-45-41326		526	1
BKD-73	1	Reboot/Restore License	Invoice	04/28/2026	05/26/2026	48.85	48.85	100-45-41515		526	1
H3EZ	1	Summer Reading copies	Invoice	04/25/2026	05/26/2026	25.00	25.00	100-45-41549	24.45.0007.1	526	1
Total 5429 FIRST BANKCARD - DREWIEN:						117.20	117.20				
5417 FIRST BANKCARD - ELLSWORTH											
7475	1	2 DAY TRAINING S.G. WW	Invoice	04/14/2026	05/26/2026	150.00	150.00	210-70-41723		526	1
JOSE L	1	LICENSE RENEWAL J.A. WW	Invoice	04/16/2026	05/26/2026	30.00	30.00	210-70-41711		526	1
MICHA	1	LICENSE RENEWAL M.R. WW	Invoice	04/16/2026	05/26/2026	30.00	30.00	210-70-41711		526	1
SEIOS	1	SEIOS ANNUAL DUES WW	Invoice	01/16/2026	05/26/2026	156.18	156.18	210-70-41711		526	1
Total 5417 FIRST BANKCARD - ELLSWORTH:						366.18	366.18				
5789 FIRST BANKCARD - ENGLAND											
04/02/2	1	ICOPA AI APP	Invoice	04/02/2026	05/26/2026	1.00	1.00	100-25-41711		526	1
200141	1	FBI LEEDA TRAINING CERVANTES	Invoice	01/24/2026	05/26/2026	795.00	795.00	100-25-41723		526	1
2025-2	1	# ICOPA TUITION	Invoice	03/02/2026	05/26/2026	1,750.00	1,750.00	100-25-41723		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
733771	1	#HOTEL STAY FOR 104 INTERVIEW CLASS	Invoice	02/18/2026	05/26/2026	492.00	492.00	100-25-41724		526	1
733771	2	#HOTEL STAY FOR 106 INTERVIEW CLASS	Invoice	02/18/2026	05/26/2026	492.00	492.00	100-25-41724		526	1
Total 5789 FIRST BANKCARD - ENGLAND:						3,530.00	3,530.00				
1588 FIRST BANKCARD - HOROWITZ											
252431	1	Cafe Della - Attorney Lunch Interview	Invoice	04/08/2026	05/26/2026	29.63	29.63	100-15-41211		526	1
252431	2	Cafe Della - Attorney Lunch Interview	Invoice	04/08/2026	05/26/2026	29.63	29.63	200-15-41211		526	1
252431	3	Cafe Della - Attorney Lunch Interview	Invoice	04/08/2026	05/26/2026	29.64	29.64	210-15-41211		526	1
371033	1	April 2026 - GOTO MEETING	Invoice	04/16/2026	05/26/2026	25.33	25.33	100-15-41711		526	1
371033	2	April 2026 - GOTO MEETING	Invoice	04/16/2026	05/26/2026	25.33	25.33	200-15-41711		526	1
371033	3	April 2026 - GOTO MEETING	Invoice	04/16/2026	05/26/2026	25.34	25.34	210-15-41711		526	1
591891	1	IRC2026 Hotel Stay- Davis	Invoice	04/22/2026	05/26/2026	310.00	310.00	100-20-41724		526	1
591891	1	IRC2026 Hotel Stay- Horowitz	Invoice	04/22/2026	05/26/2026	103.33	103.33	100-15-41724		526	1
591891	2	IRC2026 Hotel Stay- Horowitz	Invoice	04/22/2026	05/26/2026	103.33	103.33	200-15-41724		526	1
591891	3	IRC2026 Hotel Stay- Horowitz	Invoice	04/22/2026	05/26/2026	103.34	103.34	210-15-41724		526	1
591891	1	IRC2026 Hotel Stay- Sauerbrey	Invoice	04/22/2026	05/26/2026	310.00	310.00	100-10-41724		526	1
591891	1	IRC2026 Hotel Stay- Thea, Matinez	Invoice	04/22/2026	05/26/2026	620.00	620.00	100-10-41724		526	1
91920-	1	IRC2026 Vechicle Rental	Invoice	04/21/2026	05/26/2026	83.11	83.11	100-15-41724		526	1
91920-	2	IRC2026 Vechicle Rental	Invoice	04/21/2026	05/26/2026	83.11	83.11	200-15-41724		526	1
91920-	3	IRC2026 Vechicle Rental	Invoice	04/21/2026	05/26/2026	83.11	83.11	210-15-41724		526	1
APRIL	1	April 2026 Idaho Stateman Sub	Invoice	04/06/2026	05/26/2026	18.66	18.66	100-15-41711		526	1
APRIL	2	April 2026 Idaho Stateman Sub	Invoice	04/06/2026	05/26/2026	18.66	18.66	200-15-41711		526	1
APRIL	3	April 2026 Idaho Stateman Sub	Invoice	04/06/2026	05/26/2026	18.67	18.67	210-15-41711		526	1
MC183	1	MC18319557 MAILCHIMP	Invoice	04/04/2026	05/26/2026	45.00	45.00	100-15-41711		526	1
MC183	2	MC18319557 MAILCHIMP	Invoice	04/04/2026	05/26/2026	45.00	45.00	200-15-41711		526	1
MC183	3	MC18319557 MAILCHIMP	Invoice	04/04/2026	05/26/2026	45.00	45.00	210-15-41711		526	1
Total 1588 FIRST BANKCARD - HOROWITZ:						2,155.22	2,155.22				
5378 FIRST BANKCARD - HPD EXTRA (4455)											
000243	1	#CABLES HPD GATE	Invoice	04/24/2026	05/26/2026	232.26	232.26	100-25-41413		526	1
170241	1	ISP LAB LUNCH	Invoice	04/22/2026	05/26/2026	55.00	55.00	100-25-41724		526	1
260410	1	#POST GRAD LUNCH 100/110	Invoice	04/10/2026	05/26/2026	46.00	46.00	100-25-41724		526	1
904528	1	#GAS FOR POST GRADUATION	Invoice	04/10/2026	05/26/2026	15.00	15.00	100-25-41719		526	1
Total 5378 FIRST BANKCARD - HPD EXTRA (4455):						348.26	348.26				
1267 FIRST BANKCARD - YEAGER											
534617	1	STS RES. HOTEL STAY 060226	Invoice	04/03/2026	05/26/2026	159.84	159.84	100-40-41724		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
DOPL	1	YEAGER PROF LICENSES RENEWAL I-3260	Invoice	04/02/2026	05/26/2026	10.00	10.00	100-42-41711		526	1
DOPL	2	YEAGER PROF LICENSES RENEWAL I-3260	Invoice	04/02/2026	05/26/2026	10.00	10.00	200-42-41711		526	1
DOPL	3	YEAGER PROF LICENSES RENEWAL I-3260	Invoice	04/02/2026	05/26/2026	10.00	10.00	210-42-41711		526	1
DOPL	4	YEAGER PROF LICENSES RENEWAL P-9438	Invoice	04/02/2026	05/26/2026	10.00	10.00	100-42-41711		526	1
DOPL	5	YEAGER PROF LICENSES RENEWAL P-9438	Invoice	04/02/2026	05/26/2026	10.00	10.00	200-42-41711		526	1
DOPL	6	YEAGER PROF LICENSES RENEWAL P-9438	Invoice	04/02/2026	05/26/2026	10.00	10.00	210-42-41711		526	1
Total 1267 FIRST BANKCARD - YEAGER:						219.84	219.84				
996 FREEDOM MAILING SERVICES											
52950	1	Delinquent Notices & Postage	Invoice	05/08/2026	05/26/2026	49.88	49.88	100-15-41323		526	1
52950	2	Delinquent Notices & Postage	Invoice	05/08/2026	05/26/2026	49.88	49.88	200-15-41323		526	1
52950	3	Delinquent Notices & Postage	Invoice	05/08/2026	05/26/2026	49.87	49.87	210-15-41323		526	1
Total 996 FREEDOM MAILING SERVICES:						149.63	149.63				
50378 GARRISON, SHANE											
WW TE	1	TEST FEE WWT4 WW	Invoice	05/18/2026	05/26/2026	108.00	108.00	210-70-41723		526	1
WW TE	2	TEST FEE DWT3 WW	Invoice	05/18/2026	05/26/2026	108.00	108.00	210-70-41723		526	1
WW TE	3	TEST FEE DWT4 WW	Invoice	05/18/2026	05/26/2026	108.00	108.00	210-70-41723		526	1
WW TE	4	TEST FEE WWC4 WW	Invoice	05/18/2026	05/26/2026	108.00	108.00	210-70-41723		526	1
WW TE	5	TEST FEE WWT4 RT WW	Invoice	05/18/2026	05/26/2026	108.00	108.00	210-70-41723		526	1
Total 50378 GARRISON, SHANE:						540.00	540.00				
828 GEM STATE PAPER & SUPPLY COMPA											
116110	1	public restroom soap & bath tissue	Invoice	05/14/2026	05/26/2026	142.59	142.59	100-45-41215		526	1
Total 828 GEM STATE PAPER & SUPPLY COMPA:						142.59	142.59				
6551 GGLO, LLC											
202510	1	BULLION PATHWAY IMPLEMENTATION	Invoice	05/06/2026	05/26/2026	3,400.00	3,400.00	120-50-41549	24.40.0002.1	526	1
Total 6551 GGLO, LLC:						3,400.00	3,400.00				
6023 GIVENS PURSLEY LLP											
308056	1	GENERAL WATER	Invoice	04/30/2026	05/26/2026	4,110.00	4,110.00	200-60-41313		526	1
Total 6023 GIVENS PURSLEY LLP:						4,110.00	4,110.00				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
336 GO FER IT EXPRESS											
144034	1	LOCAL SHIPPING W.	Invoice	05/10/2026	05/26/2026	189.00	189.00	200-60-41213		526	1
Total 336 GO FER IT EXPRESS:						189.00	189.00				
1850 GREAT AMERICA FINANCIAL SERVICES											
418725	1	Invoice# 41872591 04/17/2026	Invoice	04/29/2026	05/26/2026	26.00	26.00	100-20-41323		526	1
Total 1850 GREAT AMERICA FINANCIAL SERVICES:						26.00	26.00				
658 HAILEY CHAMBER OF COMMERCE											
APRIL	1	CHAMBER LOT EXPENSES APRIL 2026	Invoice	05/20/2026	05/26/2026	7,962.36	7,962.36	100-10-41707		526	1
FEBRU	1	CHAMBER LOT EXPENSES FEBRUARY 2026	Invoice	05/20/2026	05/26/2026	6,794.74	6,794.74	100-10-41707		526	1
MARC	1	CHAMBER LOT EXPENSES MARCH 2026	Invoice	05/20/2026	05/26/2026	9,131.93	9,131.93	100-10-41707		526	1
Total 658 HAILEY CHAMBER OF COMMERCE:						23,889.03	23,889.03				
5410 HDR ENGINEERING INC											
120082	1	HEADWORKS SDC TO#7 BILLING #9	Invoice	05/13/2026	05/26/2026	44,026.81	44,026.81	235-78-41549	24.70.0001.1	526	1
Total 5410 HDR ENGINEERING INC:						44,026.81	44,026.81				
1557 HIGH DESERT BOBCAT - TWIN FALLS											
P15846	1	ARM REST, FRGHT	Invoice	05/06/2026	05/26/2026	358.68	358.68	100-40-41405		526	1
Total 1557 HIGH DESERT BOBCAT - TWIN FALLS:						358.68	358.68				
8069 HILLSIDE AUTO											
50866	1	HPD REMAINING BALANCE - #50866	Invoice	01/23/2026	05/26/2026	949.65	949.65	100-25-41415		526	1
Total 8069 HILLSIDE AUTO:						949.65	949.65				
8606 HRA VEBA TRUST											
JUNE 2	1	MONTHLY VEBA JUNE 2026	Invoice	05/20/2026	05/26/2026	518.01	518.01	100-20-41126		526	1
JUNE 2	2	MONTHLY VEBA JUNE 2026	Invoice	05/20/2026	05/26/2026	3,258.20	3,258.20	100-25-41126		526	1
JUNE 2	3	MONTHLY VEBA JUNE 2026	Invoice	05/20/2026	05/26/2026	98.73	98.73	100-15-41126		526	1
JUNE 2	4	MONTHLY VEBA JUNE 2026	Invoice	05/20/2026	05/26/2026	98.73	98.73	200-15-41126		526	1
JUNE 2	5	MONTHLY VEBA JUNE 2026	Invoice	05/20/2026	05/26/2026	98.74	98.74	210-15-41126		526	1
JUNE 2	6	MONTHLY VEBA JUNE 2026	Invoice	05/20/2026	05/26/2026	888.60	888.60	100-45-41126		526	1
JUNE 2	7	MONTHLY VEBA JUNE 2026	Invoice	05/20/2026	05/26/2026	468.87	468.87	100-40-41126		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
JUNE 2	8	MONTHLY VEBA JUNE 2026	Invoice	05/20/2026	05/26/2026	57.56	57.56	100-42-41126		526	1
JUNE 2	9	MONTHLY VEBA JUNE 2026	Invoice	05/20/2026	05/26/2026	57.56	57.56	200-15-41126		526	1
JUNE 2	10	MONTHLY VEBA JUNE 2026	Invoice	05/20/2026	05/26/2026	57.55	57.55	210-15-41126		526	1
JUNE 2	11	MONTHLY VEBA JUNE 2026	Invoice	05/20/2026	05/26/2026	468.87	468.87	200-60-41126		526	1
JUNE 2	12	MONTHLY VEBA JUNE 2026	Invoice	05/20/2026	05/26/2026	345.34	345.34	210-70-41126		526	1
JUNE 2	13	MONTHLY VEBA JUNE 2026	Invoice	05/20/2026	05/26/2026	172.67	172.67	100-55-41126		526	1
Total 8606 HRA VEBA TRUST:						6,589.43	6,589.43				
6501 IDAHO EQUIPMENT											
110312	1	DINGO RENTAL WW	Invoice	04/09/2026	05/26/2026	135.00	135.00	210-70-41775		526	1
Total 6501 IDAHO EQUIPMENT:						135.00	135.00				
671 IDAHO LUMBER & HARDWARE											
66460	1	BIT SET WW	Invoice	04/07/2026	05/26/2026	47.97	47.97	210-70-41423		526	1
69156	1	CABLETIES	Invoice	04/29/2026	05/26/2026	31.99	31.99	120-50-41539	24.40.0002.1	526	1
69580	1	TAPE CABLES AND SUPPLIES - #69580	Invoice	05/03/2026	05/26/2026	26.97	26.97	100-25-41215		526	1
69721	1	PAINTING SUPPLIES	Invoice	05/04/2026	05/26/2026	103.53	103.53	200-60-41413		526	1
69721	2	PLYWOOD FOR MAP DRAWER	Invoice	05/04/2026	05/26/2026	158.24	158.24	200-60-41411		526	1
69721	3	2X4 FOR MAP TABLE	Invoice	05/04/2026	05/26/2026	72.40	72.40	200-60-41413		526	1
69731	1	SAND PAPER	Invoice	05/04/2026	05/26/2026	15.98	15.98	200-60-41415		526	1
69731	2	WOOD TRIM	Invoice	05/04/2026	05/26/2026	26.21	26.21	200-60-41413		526	1
69886	1	MISC SCREWS #4032	Invoice	05/05/2026	05/26/2026	8.20	8.20	100-40-41405		526	1
69896	1	PAINTING SUPPLIES	Invoice	05/05/2026	05/26/2026	37.97	37.97	200-60-41413		526	1
69896	2	WOOD TRIM	Invoice	05/05/2026	05/26/2026	6.97	6.97	200-60-41413		526	1
70116	1	KNEE PADS	Invoice	05/07/2026	05/26/2026	28.99	28.99	100-50-41215		526	1
70231	1	BATHROOM SPRAY	Invoice	05/07/2026	05/26/2026	4.99	4.99	200-60-41413		526	1
70263	1	KNEE PADS, KNIFE	Invoice	05/07/2026	05/26/2026	56.98	56.98	100-50-41215		526	1
70341	1	BUNGEE CORD, TAPE	Invoice	05/08/2026	05/26/2026	16.98	16.98	100-50-41215		526	1
70464	1	CAUTION SIGN, SCREWS, PAINT	Invoice	05/10/2026	05/26/2026	29.56	29.56	100-50-41405		526	1
70591	1	MAP TABLE TRIM	Invoice	05/11/2026	05/26/2026	112.55	112.55	200-60-41413		526	1
70624	1	BLACK SPRAY PAINT #4031	Invoice	05/11/2026	05/26/2026	11.98	11.98	100-40-41405		526	1
70650	1	level, misc.	Invoice	05/12/2026	05/26/2026	11.58	11.58	100-50-41215		526	1
70709	1	PLYWOOD FOR MAP DRAWER	Invoice	05/12/2026	05/26/2026	35.74	35.74	200-60-41411		526	1
70823	1	WOODEN HANDLE	Invoice	05/13/2026	05/26/2026	6.99	6.99	100-40-41405		526	1
70879	1	WALL SCRAPER	Invoice	05/13/2026	05/26/2026	9.99	9.99	100-40-41405		526	1
70927	1	hose	Invoice	05/13/2026	05/26/2026	110.97	110.97	100-50-41215		526	1
70942	1	Cleaning supplies	Invoice	05/13/2026	05/26/2026	22.98	22.98	100-50-41215		526	1
70971	1	BATTERIES, PENS, SCISSORS	Invoice	05/13/2026	05/26/2026	20.96	20.96	100-50-41718		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
71083	1	TRAILER WIRING PARTS	Invoice	05/14/2026	05/26/2026	26.72	26.72	200-60-41415		526	1
71112	1	8x1/2PH FL WOOD	Invoice	05/14/2026	05/26/2026	2.39	2.39	100-40-41405		526	1
71182	1	BLUE BOARD	Invoice	05/15/2026	05/26/2026	63.16	63.16	200-60-41403		526	1
Total 671 IDAHO LUMBER & HARDWARE:						1,109.94	1,109.94				
5631 IDAHO MATERIALS AND CONSTRUCTION											
685224	1	VALLEY PAVING ASPHALT	Invoice	05/13/2026	05/26/2026	1,266.15	1,266.15	100-40-41403		526	1
685224	1	VALLEY PAVING ASPHALT	Invoice	05/13/2026	05/26/2026	1,202.90	1,202.90	100-40-41403		526	1
Total 5631 IDAHO MATERIALS AND CONSTRUCTION:						2,469.05	2,469.05				
400 IDAHO MOUNTAIN EXPRESS											
4/30/20	1	4/20 P&Z: Cons Prelim Plat App & Dsgn Rev for Guer	Invoice	04/30/2026	05/26/2026	73.60	73.60	100-20-41319		526	1
4/30/20	2	Invt.to bid: Bullion Landcape Pavers	Invoice	04/30/2026	05/26/2026	658.00	658.00	120-40-41549	24.40.0002.1	526	1
4/30/20	3	Invt.to bid: Bullion Landscape Planting	Invoice	04/30/2026	05/26/2026	658.00	658.00	120-40-41549	24.40.0002.1	526	1
4/30/20	4	4/27 CC: Title 16 & 17 txt amend	Invoice	04/30/2026	05/26/2026	39.56	39.56	100-20-41319		526	1
4/30/20	5	5/4 P&Z: Design Rev App by Worst, Txt Amend Title 5	Invoice	04/30/2026	05/26/2026	67.16	67.16	100-20-41319		526	1
4/30/20	6	4/22, 4/17 Proposed Fee Increases	Invoice	04/30/2026	05/26/2026	216.00	216.00	100-15-41319		526	1
4/30/20	7	4/22, 4/17 Proposed Fee Increases	Invoice	04/30/2026	05/26/2026	216.00	216.00	200-15-41319		526	1
4/30/20	8	4/22, 4/17 Proposed Fee Increases	Invoice	04/30/2026	05/26/2026	216.00	216.00	210-15-41319		526	1
4/30/20	9	Ord. 1359 PUD Campion Ice House	Invoice	04/30/2026	05/26/2026	83.72	83.72	100-20-41319		526	1
4/30/20	10	Ord. 1360 TA Cottage Townhouse DR	Invoice	04/30/2026	05/26/2026	91.08	91.08	100-20-41319		526	1
4/30/20	11	5/11 CC: Txt Amend Title 15, Cons. of the draft chapt	Invoice	04/30/2026	05/26/2026	57.04	57.04	100-20-41319		526	1
4/30/20	12	Job Opening: Street Operator	Invoice	04/30/2026	05/26/2026	45.33	45.33	100-40-41319		526	1
4/30/20	13	Job Opening: Wastewater Operator	Invoice	04/30/2026	05/26/2026	45.32	45.32	210-70-41319		526	1
4/30/20	14	Public Comment for Hestoric Demo 401 S. Main	Invoice	04/30/2026	05/26/2026	145.53	145.53	100-20-41319		526	1
4/30/20	15	5/18 P&Z: Text Amend titles 15 & 5	Invoice	04/30/2026	05/26/2026	51.52	51.52	100-20-41319		526	1
Total 400 IDAHO MOUNTAIN EXPRESS:						2,663.86	2,663.86				
22433 IDAHO POWER											
05/01/2	1	IP 2222783132 - HPD	Invoice	05/01/2026	05/26/2026	293.42	293.42	100-25-41717		526	1
05/01/2	2	IP 2208519450 - 410 N River St	Invoice	05/01/2026	05/26/2026	8.50	8.50	100-40-41715		526	1
05/01/2	3	IP 2207893211 - BLAINE MANOR ST APT	Invoice	05/01/2026	05/26/2026	34.37	34.37	100-40-41715		526	1
05/01/2	4	IP 2203575119 - STREET	Invoice	05/01/2026	05/26/2026	28.69	28.69	100-40-41715		526	1
05/01/2	5	IP 2200663470 - Control Elm Alley	Invoice	05/01/2026	05/26/2026	26.34	26.34	100-40-41717		526	1
05/01/2	6	IP 2204305425 Street - Traffic Lights	Invoice	05/01/2026	05/26/2026	135.58	135.58	100-40-41717		526	1
05/01/2	7	IP2221408442 Park - 851 Shenandoah - Balmoral	Invoice	05/01/2026	05/26/2026	26.34	26.34	100-50-41717		526	1
05/01/2	8	IP 2226639884 - Parks Arboratum	Invoice	05/01/2026	05/26/2026	28.60	28.60	100-50-41717		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
05/01/2	9	IP 2208020376 - Sunbeam 191 San Badger	Invoice	05/01/2026	05/26/2026	27.84	27.84	100-50-41717		526	1
Total 22433 IDAHO POWER:						609.68	609.68				
138 IDAHO RURAL WATER ASSOC.											
E8564	1	TREATMENT REVIEW CLASS N.W., J.A. WW	Invoice	05/04/2026	05/26/2026	500.00	500.00	210-70-41723		526	1
Total 138 IDAHO RURAL WATER ASSOC.:						500.00	500.00				
6222 IDAHO STATE POLICE MERIDIAN											
IN3920	1	#INSTRUCTOR DEVELOPMENT CROXFORD/CER	Invoice	02/17/2026	05/26/2026	1,875.00	1,875.00	100-25-41723		526	1
Total 6222 IDAHO STATE POLICE MERIDIAN:						1,875.00	1,875.00				
50352 IDAHO TRANSPORTATION DEPT											
1995 F	1	1995 Ford 137 Chassis-Cab VIN#6531 - Exempt Plat	Invoice	04/30/2026	04/30/2026	23.00	23.00	100-40-41415		426	1
1995 F		Chk No: 63355 (1)	Calculated	04/30/2026			23.00-	1000020301		426	1
1995 F		Chk No: 63355 (1)	Calculated	05/19/2026			23.00	1000020301		426	1
2026 -	1	2013 Mack TK VIN#1699 - Exempt Plates	Invoice	04/21/2026	04/27/2026	23.00	23.00	100-40-41415		426	1
2026 -		Chk No: 63312 (1)	Calculated	04/27/2026			23.00-	1000020301		426	1
2026 -		Chk No: 63312 (1)	Calculated	05/13/2026			23.00	1000020301		426	1
2026 -	1	1958 Cook TI VIN#2312 - Exempt Plates	Invoice	04/21/2026	04/27/2026	23.00	23.00	100-40-41415		426	1
2026 -		Chk No: 63312 (1)	Calculated	04/27/2026			23.00-	1000020301		426	1
2026 -		Chk No: 63312 (1)	Calculated	05/13/2026			23.00	1000020301		426	1
2026 -	1	1996 Mack TK VIN#3048 - Exempt Plates	Invoice	04/21/2026	04/27/2026	23.00	23.00	100-40-41415		426	1
2026 -		Chk No: 63312 (1)	Calculated	04/27/2026			23.00-	1000020301		426	1
2026 -		Chk No: 63312 (1)	Calculated	05/13/2026			23.00	1000020301		426	1
2026 -	1	2002 Intl Tk VIN#3575 - Exempt Plates	Invoice	04/21/2026	04/27/2026	23.00	23.00	100-55-41415		426	1
2026 -		Chk No: 63312 (1)	Calculated	04/27/2026			23.00-	1000020301		426	1
2026 -		Chk No: 63312 (1)	Calculated	05/13/2026			23.00	1000020301		426	1
2026 -	1	2020 Trlr TI VIN#5729 - Exempt Plates	Invoice	04/21/2026	04/27/2026	23.00	23.00	100-40-41415		426	1
2026 -		Chk No: 63312 (1)	Calculated	04/27/2026			23.00-	1000020301		426	1
2026 -		Chk No: 63312 (1)	Calculated	05/13/2026			23.00	1000020301		426	1
2026 -	1	1987 Trlr TI VIN#6910 - Exempt Plates	Invoice	04/21/2026	04/27/2026	23.00	23.00	100-40-41415		426	1
2026 -		Chk No: 63312 (1)	Calculated	04/27/2026			23.00-	1000020301		426	1
2026 -		Chk No: 63312 (1)	Calculated	05/13/2026			23.00	1000020301		426	1
2026 -	1	2000 FRHT TK VIN#8924 - Exempt Plates	Invoice	04/21/2026	04/27/2026	23.00	23.00	100-40-41415		426	1
2026 -		Chk No: 63312 (1)	Calculated	04/27/2026			23.00-	1000020301		426	1
2026 -		Chk No: 63312 (1)	Calculated	05/13/2026			23.00	1000020301		426	1
2026 -	1	2007 Freightliner TR VIN#9472 - Exempt Plates	Invoice	04/21/2026	04/27/2026	23.00	23.00	100-40-41415		426	3

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
2026 -		Chk No: 63313 (1)	Calculated	04/27/2026			23.00-	1000020301		426	3
2026 -		Chk No: 63313 (1)	Calculated	05/13/2026			23.00	1000020301		426	3
Total 50352 IDAHO TRANSPORTATION DEPT:						207.00	207.00				
229 INTEGRATED TECHNOLOGIES											
282704	1	Sharp/BP-70C31 Pntr 4/12/26 - 5/11/26	Invoice	05/08/2026	05/26/2026	341.19	341.19	100-20-41211		526	1
Total 229 INTEGRATED TECHNOLOGIES:						341.19	341.19				
6319 INTEGRATION DEVELOPMENT LLC											
05/12/2	1	Refund W hook up fee	Invoice	05/12/2026	05/26/2026	5,991.00	5,991.00	200-00-15100		526	1
05/12/2	2	Refund W Inspection fee	Invoice	05/12/2026	05/26/2026	55.00	55.00	210-00-15100		526	1
05/12/2	3	Refund WW hook up fee	Invoice	05/12/2026	05/26/2026	3,738.00	3,738.00	230-00-32810		526	1
05/12/2	4	Refund WW inspection fee	Invoice	05/12/2026	05/26/2026	55.00	55.00	210-00-15100		526	1
Total 6319 INTEGRATION DEVELOPMENT LLC:						9,839.00	9,839.00				
3301 INTERNATIONAL MINUTE PRESS											
1292	1	TAXI LICENSE CARDS HPD - #1292	Invoice	04/07/2026	05/26/2026	75.38	75.38	100-25-41211		526	1
1410	1	ICOPA BANNER PEREGRINE - #1410	Invoice	04/30/2026	05/26/2026	102.00	102.00	100-25-41211		526	1
1411	1	SPONSOR BANNERS ICOPA X 4 - #1411	Invoice	04/30/2026	05/26/2026	267.75	267.75	100-25-41211		526	1
Total 3301 INTERNATIONAL MINUTE PRESS:						445.13	445.13				
1065 JOE'S BACKHOE SERVICES INC											
26-820	1	WATER LEAK REPAIR 2980 BEAVER BROOK	Invoice	05/18/2026	05/26/2026	2,192.50	2,192.50	200-60-41403		526	1
Total 1065 JOE'S BACKHOE SERVICES INC:						2,192.50	2,192.50				
9560 KARL MALONE FORD HAILEY											
124522	1	SERVICE ON 2023 F-150 TK#6037	Invoice	04/26/2026	05/26/2026	212.46	212.46	200-60-41415		526	1
124621	1	SERVICE ON 2024 F-350 TK#6041	Invoice	05/07/2026	05/26/2026	257.79	257.79	200-60-41415		526	1
Total 9560 KARL MALONE FORD HAILEY:						470.25	470.25				
1926 KARST, AMANDA C K											
26TRA	1	Per Diem ALA Conf 0626-0630	Invoice	05/05/2026	05/26/2026	414.00	414.00	100-45-41724		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 1926 KARST, AMANDA C K:						414.00	414.00				
4542 KETCHUM COMPUTERS											
21703	1	Admin: Barracuda, Global Address email list, Remote	Invoice	05/14/2026	05/26/2026	131.25	131.25	100-15-41313		526	1
21703	2	Admin: Barracuda, Global Address email list, Remote	Invoice	05/14/2026	05/26/2026	131.25	131.25	200-15-41313		526	1
21703	3	Admin: Barracuda, Global Address email list, Remote	Invoice	05/14/2026	05/26/2026	131.25	131.25	210-15-41313		526	1
21703	4	CD: OneDrive, Keyboard/Mouse rplce, MS teams, Ne	Invoice	05/14/2026	05/26/2026	450.00	450.00	100-20-41313		526	1
21703	5	PW: Brivio door Locks, Williams PW admin email	Invoice	05/14/2026	05/26/2026	56.25	56.25	100-42-41313		526	1
21703	6	PW: Brivio door Locks, Williams PW admin email	Invoice	05/14/2026	05/26/2026	56.25	56.25	200-42-41313		526	1
21703	7	PW: Brivio door Locks, Williams PW admin email	Invoice	05/14/2026	05/26/2026	56.25	56.25	210-42-41313		526	1
21703	8	Water: VLAN maint, SCADA setup, move equipment t	Invoice	05/14/2026	05/26/2026	1,912.50	1,912.50	200-60-41313		526	1
21703	9	HFD: Wireless Bridge maint	Invoice	05/14/2026	05/26/2026	450.00	450.00	100-55-41313		526	1
21703	10	HPD: Leos PC Central Square maint.	Invoice	05/14/2026	05/26/2026	112.50	112.50	100-25-41313		526	1
21703	11	Street: Disable/Deactivate Carter	Invoice	05/14/2026	05/26/2026	56.25	56.25	100-40-41313		526	1
21703	12	Library: Server PC maint, email discom., shared accn	Invoice	05/14/2026	05/26/2026	731.25	731.25	100-45-41313		526	1
Total 4542 KETCHUM COMPUTERS:						4,275.00	4,275.00				
2203 KIMBALL MIDWEST											
104428	1	INTER-LUBE PENT GREASE CS	Invoice	05/01/2026	05/26/2026	120.60	120.60	100-40-41719		526	1
Total 2203 KIMBALL MIDWEST:						120.60	120.60				
3295 KNOTT, JEANNE											
03	1	April program services	Invoice	05/05/2026	05/26/2026	607.50	607.50	100-45-41313		526	1
Total 3295 KNOTT, JEANNE:						607.50	607.50				
1728 KUBWATER RESOURCES											
13617	1	ZETAG 8868 FS POLYMER BIOSOLIDS WW	Invoice	04/22/2026	05/26/2026	18,991.54	18,991.54	210-70-41791		526	1
Total 1728 KUBWATER RESOURCES:						18,991.54	18,991.54				
386 L.L. GREENS											
A79760	1	HPD SUPPLIES	Invoice	04/23/2026	05/26/2026	45.15	45.15	100-25-41413		526	1
A79792	1	BLACK SPRAY PAINT #4062-1	Invoice	04/28/2026	05/26/2026	39.98	39.98	100-40-41405		526	1
A79851	1	TURBO BLACK PAINT	Invoice	05/05/2026	05/26/2026	107.95	107.95	100-40-41405		526	1
A79885	1	BUCKET	Invoice	05/08/2026	05/26/2026	10.98	10.98	100-50-41215		526	1
A79908	1	BATTERIES	Invoice	05/11/2026	05/26/2026	22.99	22.99	200-60-41405		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
A79908	2	NITRILE GLOVES	Invoice	05/11/2026	05/26/2026	19.99	19.99	200-60-41703		526	1
A79908	3	EXT. CORD	Invoice	05/11/2026	05/26/2026	17.99	17.99	200-60-41413		526	1
A79931	1	supplies	Invoice	05/13/2026	05/26/2026	26.57	26.57	100-50-41405		526	1
A79939	1	BATTERIES	Invoice	05/13/2026	05/26/2026	8.99	8.99	100-25-41215		526	1
B50196	1	TRUCK BED TURBO SPRAY #4013	Invoice	04/30/2026	05/26/2026	59.98	59.98	100-40-41405		526	1
B50233	1	FASTENERS	Invoice	05/04/2026	05/26/2026	24.79	24.79	100-50-41405		526	1
B50328	1	supplies	Invoice	05/13/2026	05/26/2026	20.39	20.39	100-50-41405		526	1
D87529	1	BUILDING KEYS	Invoice	05/11/2026	05/26/2026	75.81	75.81	200-60-41413		526	1
D87529	2	NITRILE GLOVES	Invoice	05/11/2026	05/26/2026	19.99	19.99	200-60-41703		526	1
Total 386 L.L. GREENS:						501.55	501.55				
227 L.N. CURTIS AND SONS											
105788	1	UNIFORMS - #INV1057885	Invoice	04/13/2026	05/26/2026	337.99	337.99	100-25-41703		526	1
INV104	1	UNIFORM BELTS NEW HIRES - #INV1046300	Invoice	04/08/2026	05/26/2026	463.90	463.90	100-25-41703		526	1
INV104	1	FULL UNIFORMS NEW HIRES - #INV1046883	Invoice	04/10/2026	05/26/2026	847.00	847.00	100-25-41703		526	1
INV105	1	NAME PATCH - #INV1057912	Invoice	05/13/2026	05/26/2026	15.00	15.00	100-25-41703		526	1
INV106	1	UNIFORM PANTS - #INV1064434	Invoice	04/30/2026	05/26/2026	314.39	314.39	100-25-41703		526	1
Total 227 L.N. CURTIS AND SONS:						1,978.28	1,978.28				
366 LES SCHWAB TIRE CENTER											
117009	1	C51 TIRES - #1170098467	Invoice	05/01/2026	05/26/2026	1,050.60	1,050.60	100-55-41415		526	1
Total 366 LES SCHWAB TIRE CENTER:						1,050.60	1,050.60				
606 LIBRARY STORE											
787038	1	Book processing materials	Invoice	05/08/2026	05/26/2026	184.05	184.05	100-45-41215		526	1
787038	2	postage	Invoice	05/08/2026	05/26/2026	24.56	24.56	100-45-41213		526	1
Total 606 LIBRARY STORE:						208.61	208.61				
1505 LIFELOC TECHNOLOGIES, INC											
429801	1	CALIBRATION - #429801	Invoice	04/03/2026	05/26/2026	1,295.45	1,295.45	100-25-41405		526	1
430667	1	FACTORY DIAGNOSTIC - #430667	Invoice	04/22/2026	05/26/2026	143.50	143.50	100-25-41417		526	1
Total 1505 LIFELOC TECHNOLOGIES, INC:						1,438.95	1,438.95				
120 LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNC											
T24292	1	T2 CENTER CLASS - HERNANDEZ	Invoice	04/30/2026	05/26/2026	80.00	80.00	100-40-41723		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 120 LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNC:						80.00	80.00				
928 MAGIC VALLEY LABS, INC.											
38314	1	DRINKING WATER SAMPLES	Invoice	04/27/2026	05/26/2026	213.00	213.00	200-60-41795		526	1
38314	2	INDIAN CREEK SPRING SAMPLE	Invoice	04/27/2026	05/26/2026	204.00	204.00	200-60-41795		526	1
38314	3	CONSTRUCTION SAMPLES	Invoice	04/27/2026	05/26/2026	162.00	162.00	200-60-41795		526	1
38315	1	MONTHLY LAB SAMPLES WW	Invoice	04/27/2026	05/26/2026	582.00	582.00	210-70-41795		526	1
Total 928 MAGIC VALLEY LABS, INC.:						1,161.00	1,161.00				
1270 MAXWELL EQUIPMENT COMPANY INC											
2057	1	MIXER/MELTER 7137 RENTAL	Invoice	04/30/2026	05/26/2026	4,000.00	4,000.00	100-40-41405		526	1
Total 1270 MAXWELL EQUIPMENT COMPANY INC:						4,000.00	4,000.00				
3270 MAXWELL, LAHELA											
26TRA	1	Per Diem ALA Conf 0626-0630	Invoice	05/05/2026	05/26/2026	414.00	414.00	100-45-41724		526	1
Total 3270 MAXWELL, LAHELA:						414.00	414.00				
251 NAPA AUTO PARTS											
1026	1	62197 AR CR	Invoice	02/28/2026	03/09/2026	19.00-	19.00-	100-40-41405		326	1
1026	2	62605 AR CR	Invoice	02/28/2026	03/09/2026	112.86-	112.86-	100-40-41405		326	1
252556	1	AIR FILTER CR	Invoice	03/02/2026	03/09/2026	14.78-	14.78-	210-70-41719		326	1
252556	2	AIR FILTER CR	Invoice	03/02/2026	03/09/2026	14.45-	14.45-	100-55-41415		326	1
252556	3	AIR FILTER CR	Invoice	03/02/2026	03/09/2026	14.45-	14.45-	210-70-41415		326	1
256107	1	DEF	Invoice	04/08/2026	04/27/2026	30.98	30.98	200-60-41415		426	1
257526	1	MOTOR OIL HPD - #257526	Invoice	04/23/2026	05/26/2026	179.98	179.98	100-25-41415		526	1
258874	1	SHOP WW	Invoice	05/06/2026	05/26/2026	10.50	10.50	210-70-41421		526	1
Total 251 NAPA AUTO PARTS:						45.92	45.92				
1255 NAPA AUTO PARTS - STREETS #1228											
258645	1	HYD HOSE #4032-1	Invoice	05/05/2026	05/26/2026	20.62	20.62	100-40-41405		526	1
258757	1	HOSE END, HOSE END FITTIN, BUTT CONN #4032	Invoice	05/05/2026	05/26/2026	255.64	255.64	100-40-41405		526	1
258813	1	ROLLER COVER #4062	Invoice	05/06/2026	05/26/2026	52.24	52.24	100-40-41405		526	1
258974	1	BALL JOINT #4031	Invoice	05/07/2026	05/26/2026	15.96	15.96	100-40-41405		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 1255 NAPA AUTO PARTS - STREETS #1228:						344.46	344.46				
307 NORTH CENTRAL LABORATORIES											
533950	1	LAB SUPPLIES WW	Invoice	04/02/2026	05/26/2026	481.99	481.99	210-70-41795		526	1
534804	1	LAB SUPPLIES WW	Invoice	04/23/2026	05/26/2026	253.55	253.55	210-70-41795		526	1
534887	1	QA/QC STANDARD WW	Invoice	04/24/2026	05/26/2026	63.38	63.38	210-70-41795		526	1
Total 307 NORTH CENTRAL LABORATORIES:						798.92	798.92				
401 OHIO GULCH TRANSFER STATION											
003555	1	ASPHALT DIRT LUMBER ST SWEEP	Invoice	04/15/2026	05/26/2026	755.48	755.48	100-40-41403		526	1
Total 401 OHIO GULCH TRANSFER STATION:						755.48	755.48				
50298 O'REILLY AUTO PARTS											
4365-1	1	OIL FILTER OIL HPD 1- #4635-165271	Invoice	11/13/2025	05/26/2026	117.92	117.92	100-25-41415		526	1
4635-1	1	HPD12 ANTI FREEZE - #4635-129431	Invoice	07/10/2025	05/26/2026	131.98	131.98	100-25-41415		526	1
4635-1	1	GLASS WIPES AND TIRE FOAM - #4635-153262	Invoice	09/30/2025	05/26/2026	19.97	19.97	100-25-41415		526	1
4635-1	1	TERMINAL HPD14 - #4635-166885	Invoice	11/20/2025	05/26/2026	29.99	29.99	100-25-41415		526	1
4635-1	1	OIL FILTER AND OIL HPD4 - #4635-183592	Invoice	01/29/2026	05/26/2026	117.92	117.92	100-25-41415		526	1
4635-1	1	BATTERY HPD 4 - #4635-183683	Invoice	01/29/2026	05/26/2026	188.99	188.99	100-25-41415		526	1
4635-2	1	WIPER BLADES HPD - #4635-203176	Invoice	04/23/2026	05/26/2026	54.38	54.38	100-25-41415		526	1
4635-2	1	SEC BIT SET HPD - #4635-208215	Invoice	05/13/2026	05/26/2026	13.99	13.99	100-25-41415		526	1
Total 50298 O'REILLY AUTO PARTS:						675.14	675.14				
755 O'REILLY AUTO PARTS - STREETS #2883989											
4635-2	1	BATTERY, CORE CHARGE EXIT SIGNS	Invoice	04/22/2026	05/26/2026	225.84	225.84	100-40-41405		526	1
4635-2	1	MEGACRIMP	Invoice	04/29/2026	05/26/2026	43.34	43.34	100-40-41405		526	1
4635-2	1	CORE CHARGE EXIT SIGNS RETURN	Invoice	04/30/2026	05/26/2026	80.00-	80.00-	100-40-41405		526	1
4635-2	1	CORE CORRECTION	Invoice	04/30/2026	05/26/2026	20.00	20.00	100-40-41405		526	1
4635-2	1	ERASER WHEEL	Invoice	04/30/2026	05/26/2026	36.08	36.08	100-40-41423		526	1
4635-2	1	WIRE LOOM	Invoice	05/04/2026	05/26/2026	29.48	29.48	100-40-41405		526	1
4635-2	1	WIRE CONN	Invoice	05/04/2026	05/26/2026	7.99	7.99	100-40-41405		526	1
4635-2	1	OIL FILTER #4014	Invoice	05/06/2026	05/26/2026	19.14	19.14	100-40-41415		526	1
4635-2	1	AIR TANK #4013	Invoice	05/07/2026	05/26/2026	245.00	245.00	100-40-41405		526	1
Total 755 O'REILLY AUTO PARTS - STREETS #2883989:						546.87	546.87				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
6217 OVERDRIVE											
03040C	1	Electronic book purch 050926	Invoice	05/09/2026	05/26/2026	502.20	502.20	100-45-41535		526	1
Total 6217 OVERDRIVE:						502.20	502.20				
130 OXARC											
006228	1	TANK RENTALS WW	Invoice	04/30/2026	05/26/2026	97.80	97.80	210-70-41775		526	1
006228	1	TANK RENTAL FEE W.	Invoice	04/30/2026	05/26/2026	9.30	9.30	200-60-41795		526	1
006228	1	GEMACEMCB	Invoice	04/30/2026	05/26/2026	37.20	37.20	100-40-41719		526	1
Total 130 OXARC:						144.30	144.30				
2723 PEAK VENTURE GROUP LLC											
1	1	HOP PORTER STAGE ROOF - PAY REQUEST #1	Invoice	04/01/2026	05/26/2026	36,391.65	36,391.65	120-50-41539	24.50.0002.1	526	1
Total 2723 PEAK VENTURE GROUP LLC:						36,391.65	36,391.65				
3311 PENSKE, TRUCK LEASING CO, LP											
207032	1	USED TRUCK - BIOSOLIDS HAULING REPLACEM	Invoice	05/20/2026	05/26/2026	49,750.00	49,750.00	210-70-41401		526	1
Total 3311 PENSKE, TRUCK LEASING CO, LP:						49,750.00	49,750.00				
438 PLATT											
7E7000	1	BULLION PATHWAY - HOLOPHANE	Invoice	05/06/2026	05/26/2026	8,154.04	8,154.04	120-40-41549	24.40.0002.1	526	1
7H8062	1	BULLION PATHWAY - HOLOPHANE	Invoice	05/05/2026	05/26/2026	9,109.60	9,109.60	120-40-41549	24.40.0002.1	526	1
7I1397	1	CONF. ROOM PARTS WW	Invoice	05/08/2026	05/26/2026	119.15	119.15	210-70-41413		526	1
Total 438 PLATT:						17,382.79	17,382.79				
4404 REHN & ASSOCIATES COBRA DEPT											
INV-00	1	INV-00212621 COBRA - Major, T	Invoice	04/30/2026	05/26/2026	28.00	28.00	200-60-41215		526	1
INV-00	2	INV-00212621 COBRA - Carter, G	Invoice	04/30/2026	05/26/2026	28.00	28.00	100-40-41215		526	1
INV-00	3	INV-00212621 COBRA - Race, M	Invoice	04/30/2026	05/26/2026	28.00	28.00	210-70-41215		526	1
Total 4404 REHN & ASSOCIATES COBRA DEPT:						84.00	84.00				
159 ROBERTS ELECTRIC INC.											
13766	1	electrical work - tcw	Invoice	06/13/2025	05/26/2026	752.47	752.47	100-50-41718		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 159 ROBERTS ELECTRIC INC.:						752.47	752.47				
5129 RUSH TRUCK CENTERS OF ID INC											
304535	1	TRAILER DOT INSPECTION WW	Invoice	03/09/2026	05/26/2026	150.00	150.00	210-70-41415		526	1
Total 5129 RUSH TRUCK CENTERS OF ID INC:						150.00	150.00				
2124 SAWTOOTH PAINT & AIRLESS, INC.											
9SLEJ	1	CONF ROOM WW	Invoice	05/05/2026	05/26/2026	296.92	296.92	210-70-41413		526	1
Total 2124 SAWTOOTH PAINT & AIRLESS, INC.:						296.92	296.92				
1098 SENTINEL FIRE & SECURITY											
123264	1	PANIC SYSTEM QUARTERLY- CITY HALL	Invoice	05/01/2026	05/26/2026	14.42	14.42	100-42-41325		526	1
123264	2	PANIC SYSTEM QUARTERLY- CITY HALL	Invoice	05/01/2026	05/26/2026	14.42	14.42	200-42-41325		526	1
123264	3	PANIC SYSTEM QUARTERLY- CITY HALL	Invoice	05/01/2026	05/26/2026	14.42	14.42	210-42-41325		526	1
Total 1098 SENTINEL FIRE & SECURITY:						43.26	43.26				
50793 SIEGLOCK, Trustee, CHRISTOPHER											
CR RE	1	CR REF: 720 4TH AVE S-A1	Invoice	05/19/2026	05/26/2026	124.60	124.60	100-00-15110		526	1
Total 50793 SIEGLOCK, Trustee, CHRISTOPHER:						124.60	124.60				
5494 SILVER CREEK SUPPLY											
002655	1	GALVANIZED SCH 40 NIPPLE #4032-1	Invoice	04/29/2026	05/26/2026	17.53	17.53	100-40-41405		526	1
002665	1	irrigation supplies	Invoice	05/04/2026	05/26/2026	39.58	39.58	100-50-41403		526	1
002666	1	flags	Invoice	05/04/2026	05/26/2026	13.00	13.00	100-50-41403		526	1
002672	1	gloves	Invoice	05/06/2026	05/26/2026	13.56	13.56	100-50-41215		526	1
002677	1	irrigation supplies	Invoice	05/08/2026	05/26/2026	43.92	43.92	100-50-41403		526	1
002684	1	irrigation supplies	Invoice	05/12/2026	05/26/2026	62.65	62.65	100-50-41403		526	1
002690	1	irrigation supplies	Invoice	05/12/2026	05/26/2026	2.77	2.77	100-50-41403		526	1
002691	1	irrigation supplies-woodside	Invoice	05/14/2026	05/26/2026	862.30	862.30	100-50-41403		526	1
Total 5494 SILVER CREEK SUPPLY:						1,055.31	1,055.31				
1212 SPRONK WATER ENGINEERS INC											
HLY-09	1	water rights consul - PRESENTATION, MTGS, MAP	Invoice	05/12/2026	05/26/2026	2,681.25	2,681.25	200-60-41313		526	1
WRV03	1	378.03 BIG WOOD GW MGMT TECH WRKG GRP	Invoice	05/12/2026	05/26/2026	3,112.50	3,112.50	200-60-41313		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 1212 SPRONK WATER ENGINEERS INC:						5,793.75	5,793.75				
3313 SQUARE D CONSTRUCTION											
2611-1	1	ADMIN BUILDING FRAMING REMODEL WW	Invoice	04/30/2026	05/26/2026	3,026.79	3,026.79	210-70-41413		526	1
Total 3313 SQUARE D CONSTRUCTION:						3,026.79	3,026.79				
4623 SUMMIT NATIONAL BANK											
XX-445	1	2021 CATERPILLAR 938M WHEEL LOADER	Invoice	05/07/2026	05/26/2026	20,166.64	20,166.64	100-40-41775		526	1
Total 4623 SUMMIT NATIONAL BANK:						20,166.64	20,166.64				
364 TIMES-NEWS											
58464	1	EMPLOYMENT AD - WW Collections Operator - 160	Invoice	05/03/2026	05/26/2026	500.00	500.00	210-70-41319		526	1
Total 364 TIMES-NEWS:						500.00	500.00				
3274 TWIN FALLS SUBARU LLC											
S26N4	1	2026 SUBARU CROSSTREK HYBRID WW	Invoice	05/11/2026	05/26/2026	35,899.00	35,899.00	210-70-41415		526	1
Total 3274 TWIN FALLS SUBARU LLC:						35,899.00	35,899.00				
2817 UNITED OIL											
CL1154	1	PUMPED FUEL WW	Invoice	04/30/2026	05/26/2026	327.06	327.06	210-70-41719		526	1
CL1154	1	PUMPED VEHICLE FUEL W.	Invoice	04/30/2026	05/26/2026	576.54	576.54	200-60-41719		526	1
CL1154	1	FUEL CHARGES PARKS	Invoice	04/30/2026	05/26/2026	157.28	157.28	100-50-41719		526	1
CL1154	1	FUEL CHARGES STS	Invoice	05/15/2026	05/26/2026	1,257.07	1,257.07	100-40-41719		526	1
CL1154	1	HPD FUEL - #CL11549	Invoice	04/30/2026	05/26/2026	1,598.67	1,598.67	100-25-41719		526	1
Total 2817 UNITED OIL:						3,916.62	3,916.62				
1216 UPPER CASE PRINTING, INK											
4393	1	11x17 Newsletter 4/4	Invoice	05/05/2026	05/26/2026	434.88	434.88	100-15-41323		526	1
4393	2	11x17 Newsletter 4/4	Invoice	05/05/2026	05/26/2026	434.88	434.88	200-15-41323		526	1
4393	3	11x17 Newsletter 4/4	Invoice	05/05/2026	05/26/2026	434.88	434.88	210-15-41323		526	1
4440	1	Utility Bills & #10 Window Envelopes	Invoice	05/12/2026	05/26/2026	633.30	633.30	100-15-41323		526	1
4440	2	Utility Bills & #10 Window Envelopes	Invoice	05/12/2026	05/26/2026	633.30	633.30	200-15-41323		526	1
4440	3	Utility Bills & #10 Window Envelopes	Invoice	05/12/2026	05/26/2026	633.30	633.30	210-15-41323		526	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 1216 UPPER CASE PRINTING, INK:						3,204.54	3,204.54				
762 VERIZON WIRELESS											
614254	1	MONTHLY CELL PHONE BILL Parks only	Invoice	05/01/2026	05/26/2026	72.08	72.08	100-50-41713		526	1
614297	1	MONTHLY CELL PHONE BILL STREETS	Invoice	05/07/2026	05/26/2026	157.40	157.40	100-40-41713		526	1
614297	2	MONTHLY CELL PHONE BILL WATER	Invoice	05/07/2026	05/26/2026	134.93	134.93	200-60-41713		526	1
614297	3	MONTHLY CELL PHONE BILL WASTE WATER	Invoice	05/07/2026	05/26/2026	248.54	248.54	210-70-41713		526	1
614297	4	MONTHLY CELL PHONE BILL Parks	Invoice	05/07/2026	05/26/2026	78.70	78.70	100-50-41713		526	1
Total 762 VERIZON WIRELESS:						691.65	691.65				
602 VESTIS GROUP, INC.											
279348	1	HOODED SWEAT SHIRTS	Invoice	04/29/2026	05/26/2026	153.98	153.98	200-60-41703		526	1
279348	2	EMBROIDERY	Invoice	04/29/2026	05/26/2026	10.40	10.40	200-60-41703		526	1
Total 602 VESTIS GROUP, INC.:						164.38	164.38				
3332 VSP											
MAY 20	1	30011585 - Stokes, May 2026 VSP	Invoice	05/08/2026	05/26/2026	9.72	9.72	100-00-20320		526	1
Total 3332 VSP:						9.72	9.72				
367 WALKER SAND AND GRAVEL											
162295	1	BULLION PROMENADE COMM. ROADBASE	Invoice	05/04/2026	05/26/2026	698.53	698.53	120-40-41539	24.40.0002.1	526	1
162354	1	BULLION PROMENADE COMM. ROADBASE	Invoice	05/06/2026	05/26/2026	3,263.60	3,263.60	120-40-41539	24.40.0002.1	526	1
Total 367 WALKER SAND AND GRAVEL:						3,962.13	3,962.13				
6944 WARD, NATHAN DANIEL											
4635-2	1	REIMBURSEMENT WW	Invoice	05/06/2026	05/26/2026	17.24	17.24	210-70-41421		526	1
Total 6944 WARD, NATHAN DANIEL:						17.24	17.24				
4004 WAXIE SANITARY SUPPLY											
828091	1	library restroom soap	Invoice	10/21/2024	01/27/2025	119.12	119.12	100-45-41215		125	1
828091	1	Ref-restroom soap	Invoice	01/16/2025	01/27/2025	119.12-	119.12-	100-45-41215		125	1
Total 4004 WAXIE SANITARY SUPPLY:						.00	.00				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
368 WESTERN STATES CAT											
IN0035	1	CAT 305 #4042 ANTENNA	Invoice	05/04/2026	05/26/2026	38.38	38.38	100-40-41405		526	1
Total 368 WESTERN STATES CAT:						38.38	38.38				
1223 XYLEM WATER SOLUTIONS USA, INC											
3556E1	1	PUMP PARTS FLYGT WW	Invoice	04/16/2026	05/26/2026	115.50	115.50	210-70-41401		526	1
Total 1223 XYLEM WATER SOLUTIONS USA, INC:						115.50	115.50				
Total :						487,069.95	487,069.95				
Grand Totals:						487,069.95	487,069.95				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	124.60	.00	124.60
1000020301	207.00	207.00-	.00
100-00-20320	9.72	.00	9.72
100-00-20515	901.43	.00	901.43
100-10-41707	23,889.03	.00	23,889.03
100-10-41724	930.00	.00	930.00
100-15-41126	98.73	.00	98.73
100-15-41211	71.56	.00	71.56
100-15-41213	25.16	.00	25.16
100-15-41215	247.69	.00	247.69
100-15-41313	131.25	.00	131.25
100-15-41319	216.00	.00	216.00
100-15-41323	1,118.06	.00	1,118.06
100-15-41711	101.61	.00	101.61
100-15-41713	226.86	.00	226.86
100-15-41724	186.44	.00	186.44
100-20-41126	518.01	.00	518.01
100-20-41211	341.19	.00	341.19
100-20-41313	450.00	.00	450.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-20-41315	742.72	.00	742.72
100-20-41319	609.21	.00	609.21
100-20-41323	26.00	.00	26.00
100-20-41711	1,800.00	.00	1,800.00
100-20-41713	1.86	.00	1.86
100-20-41724	310.00	.00	310.00
100-25-41126	3,258.20	.00	3,258.20
100-25-41211	445.13	.00	445.13
100-25-41215	96.74	.00	96.74
100-25-41313	4,546.50	.00	4,546.50
100-25-41405	1,361.40	.00	1,361.40
100-25-41413	1,009.99	.00	1,009.99
100-25-41415	1,804.77	.00	1,804.77
100-25-41417	143.50	.00	143.50
100-25-41703	2,229.93	.00	2,229.93
100-25-41711	1.00	.00	1.00
100-25-41713	224.85	.00	224.85
100-25-41717	293.42	.00	293.42
100-25-41719	1,613.67	.00	1,613.67
100-25-41723	4,420.00	.00	4,420.00
100-25-41724	1,085.00	.00	1,085.00
100-40-41126	468.87	.00	468.87
100-40-41215	55.50	.00	55.50
100-40-41313	56.25	.00	56.25
100-40-41319	45.33	.00	45.33
100-40-41403	3,224.53	.00	3,224.53
100-40-41405	5,807.37	498.25	5,309.12
100-40-41413	632.75	.00	632.75
100-40-41415	203.14	.00	203.14
100-40-41423	335.88	.00	335.88
100-40-41703	350.29	.00	350.29
100-40-41713	379.01	.00	379.01
100-40-41715	71.56	.00	71.56
100-40-41717	161.92	.00	161.92
100-40-41719	1,414.87	.00	1,414.87
100-40-41723	80.00	.00	80.00
100-40-41724	159.84	.00	159.84
100-40-41775	20,166.64	.00	20,166.64

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-42-41126	57.56	.00	57.56
100-42-41215	12.50	.00	12.50
100-42-41313	56.25	.00	56.25
100-42-41325	14.42	.00	14.42
100-42-41413	161.66	.00	161.66
100-42-41711	45.33	.00	45.33
100-42-41713	60.39	.00	60.39
100-45-41126	888.60	.00	888.60
100-45-41213	24.56	.00	24.56
100-45-41215	526.46	119.12-	407.34
100-45-41313	1,338.75	.00	1,338.75
100-45-41326	43.35	.00	43.35
100-45-41413	370.00	.00	370.00
100-45-41515	48.85	.00	48.85
100-45-41535	509.22	.00	509.22
100-45-41549	25.00	.00	25.00
100-45-41713	363.57	104.39-	259.18
100-45-41724	828.00	.00	828.00
100-45-41735	72.00	.00	72.00
100-50-41215	273.02	.00	273.02
100-50-41325	3,648.98	.00	3,648.98
100-50-41403	1,024.22	.00	1,024.22
100-50-41405	101.31	.00	101.31
100-50-41413	15,009.00	.00	15,009.00
100-50-41703	159.99	.00	159.99
100-50-41713	150.78	.00	150.78
100-50-41717	82.78	.00	82.78
100-50-41718	773.43	.00	773.43
100-50-41719	157.28	.00	157.28
100-55-41126	172.67	.00	172.67
100-55-41313	450.00	.00	450.00
100-55-41415	1,073.60	14.45-	1,059.15
100-55-41713	1.86	.00	1.86
100-55-41723	267.89	.00	267.89
100-55-41724	273.41	.00	273.41
100-55-41747	129.99	.00	129.99
120-10-41549	4,643.45	.00	4,643.45
120-25-41549	45,204.10	.00	45,204.10

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
120-40-41539	3,962.13	.00	3,962.13
120-40-41549	19,132.14	.00	19,132.14
120-50-41539	46,135.36	.00	46,135.36
120-50-41549	3,400.00	.00	3,400.00
200-00-15100	5,991.00	.00	5,991.00
200-15-41126	156.29	.00	156.29
200-15-41211	71.56	.00	71.56
200-15-41213	25.16	.00	25.16
200-15-41215	247.69	.00	247.69
200-15-41313	131.25	.00	131.25
200-15-41319	216.00	.00	216.00
200-15-41323	1,118.06	.00	1,118.06
200-15-41711	126.94	.00	126.94
200-15-41713	226.86	.00	226.86
200-15-41724	186.44	.00	186.44
200-42-41215	12.51	.00	12.51
200-42-41313	56.25	.00	56.25
200-42-41325	14.42	.00	14.42
200-42-41413	161.67	.00	161.67
200-42-41711	20.00	.00	20.00
200-42-41713	60.40	.00	60.40
200-60-41126	468.87	.00	468.87
200-60-41213	189.00	.00	189.00
200-60-41215	28.00	.00	28.00
200-60-41313	42,414.28	.00	42,414.28
200-60-41325	127.74	.00	127.74
200-60-41403	2,255.66	.00	2,255.66
200-60-41405	72.99	.00	72.99
200-60-41411	193.98	.00	193.98
200-60-41413	597.64	.00	597.64
200-60-41415	543.93	.00	543.93
200-60-41513	6,930.00	.00	6,930.00
200-60-41703	930.12	.00	930.12
200-60-41713	971.51	.00	971.51
200-60-41719	576.54	.00	576.54
200-60-41723	108.00	.00	108.00
200-60-41795	588.30	.00	588.30
210-00-15100	110.00	.00	110.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
210-15-41126	156.29	.00	156.29
210-15-41211	71.57	.00	71.57
210-15-41213	25.17	.00	25.17
210-15-41215	247.72	.00	247.72
210-15-41313	131.25	.00	131.25
210-15-41319	216.00	.00	216.00
210-15-41323	1,118.05	.00	1,118.05
210-15-41711	126.96	.00	126.96
210-15-41713	226.86	.00	226.86
210-15-41724	186.45	.00	186.45
210-42-41215	12.51	.00	12.51
210-42-41313	56.25	.00	56.25
210-42-41325	14.42	.00	14.42
210-42-41413	161.67	.00	161.67
210-42-41711	20.00	.00	20.00
210-42-41713	60.40	.00	60.40
210-70-41126	345.34	.00	345.34
210-70-41215	28.00	.00	28.00
210-70-41319	545.32	.00	545.32
210-70-41325	16,426.75	.00	16,426.75
210-70-41401	49,865.50	.00	49,865.50
210-70-41413	3,442.86	.00	3,442.86
210-70-41415	36,049.00	14.45-	36,034.55
210-70-41421	27.74	.00	27.74
210-70-41423	47.97	.00	47.97
210-70-41703	357.75	.00	357.75
210-70-41711	216.18	.00	216.18
210-70-41713	249.47	.00	249.47
210-70-41719	327.06	14.78-	312.28
210-70-41723	1,190.00	.00	1,190.00
210-70-41775	232.80	.00	232.80
210-70-41791	18,991.54	.00	18,991.54
210-70-41795	1,380.92	.00	1,380.92
220-65-41403	686.91	.00	686.91
230-00-32810	3,738.00	.00	3,738.00
235-78-41549	44,026.81	.00	44,026.81

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
Grand Totals:	488,042.39	972.44-	487,069.95

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
01/25	119.12	119.12-	.00
05/25	.00	172.39-	172.39-
03/26	.00	175.54-	175.54-
04/26	351.98	114.00-	237.98
05/26	483,137.29	391.39-	482,745.90
06/26	4,434.00	.00	4,434.00
Grand Totals:	488,042.39	972.44-	487,069.95

Return to Agenda

May 20, 2026

Martha Burke, Mayor
City of Hailey
Hailey, Idaho 83333
Via Email

Re: City of Hailey Attorney Resignation

Dear Mayor Burke,

It is with mixed emotions that I formally advise you of my intent to resign as City Attorney for the City of Hailey. I ask that you accept my resignation, contingent upon your appointment, and City Council approval, of my successor in the position.

It has been a highlight of my legal career to serve the citizens of the City of Hailey, you as Mayor, and members of City Council. I reflect on the many accomplishments made over these last years, particularly in the fields of smart growth management, affordable housing, consolidation and expansion of essential services, public health and safety, and most importantly, treating all residents with human dignity, respect and general decency. It has been a pleasure to represent the Hailey and have an opportunity to work with such an immensely talented and selfless group of staff and elected officials.

I am concluding my practice of law effective July 31, 2026. It is my intention to assist Hailey in the transition to new counsel and remain at your service until that office is up and running at full capacity.

Thank you again for allowing me to be of service, and thank you, for your many, many years of committed public service!

Sincerely,

/Christopher Simms

Christopher P. Simms

**CITY OF HAILEY
RESOLUTION NO. 2026-___**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF AN INDEPENDENT CONTRACTOR
AGREEMENT FOR CITY ATTORNEY WITH ALLAN M. MORIARTY**

WHEREAS, the City of Hailey desires to enter into a contract for services with Allan M. Moriarty to perform services as the City Attorney for the City of Hailey; and

WHEREAS, the City of Hailey and Allan M. Moriarty 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 attached Agreement for services for City Attorney, a copy of which is attached hereto, and that the Hailey Mayor is authorized to execute the attached Agreement.

Passed this 26th day of May, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this 26th day of May, 2026, by and between the City of Hailey ("Client") and Allan M. Moriarty, Attorney at Law (hereinafter referred to as "Attorney").

RECITALS

A. Client is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into a contract for services with an attorney licensed in the State of Idaho to provide legal services as the Hailey City Attorney.

B. Allan M. Moriarty is a duly licensed attorney in the State of Idaho in good standing.

C. Subject to the terms and conditions set forth herein, the parties hereto are desirous of entering into an independent contractor agreement with Attorney providing legal services to act as the duly appointed city attorney for Client.

AGREEMENT

In consideration of the mutual covenants and promises, which the parties set forth below, Client and Attorney agree as follows:

1. Employment. Client has appointed and employed Attorney and Attorney has accepted the appointment and employment as the city attorney. Attorney and Client wish to continue the appointment and employment subject to the terms and conditions of this Agreement

2. Term. This Agreement shall be effective on May 26, 2026 (“Effective Date”) and shall continue in full force and effect until terminated as provided herein.

3. Duties.

3.1 General Duties of the Parties. Attorney agrees as part of his duties under this Agreement to utilize his best professional efforts, to faithfully perform his duties to the best of his ability, and to represent Hailey zealously within the bounds of the law as required by the Code of Professional Ethics. The relationship of attorney and client is a privileged one and Client must understand that Attorney's ability to represent Client depends on the Client's willingness to communicate openly and completely and that in rendering professional judgments and guidance, Attorneys shall rely on the accuracy of Client's communications. While Client is not obliged to accept Attorney's advice, it may be appropriate for Attorney to reconsider continuation of the professional relationship if Client does not follow Attorney's guidance and advice. Client may depend upon Attorney to communicate with Client openly and completely and keep Client informed of Attorney's activities. Attorney shall endeavor to perform legal services economically, efficiently and timely. Client must be aware that despite Attorney's efforts on Client's behalf, Attorney cannot assure a particular result or outcome.

3.2 Specific Duties. Attorney agrees as part of his duties under this Agreement that Attorney shall:

a) Attend all regular meetings of the Hailey Mayor and City Council generally scheduled for the first and third Mondays, unless excused by the Mayor.

b) Attend all special meetings of the Hailey Mayor and City Council, to the extent possible, when requested by the Mayor.

c) Attend regular or special meetings of the Hailey Planning and Zoning Commission for applications or planning matters involving significant legal issues and when requested by the Mayor or the Planning and Zoning Administrator.

d) Represent the Client during any appeals to the Hailey Mayor and City Council and to the District Court in any appeal under the Idaho Administrative Procedures Act.

e) Provide legal advice and consultation to the Hailey Mayor, City Council, appointed officials and employees on all matters involving Client.

f) Provide assistance to outside legal counsel representing Client in matters not covered by this Agreement, whether or not such cases are covered by insurance, and oversight on such matters.

g) Provide review of staff reports submitted to Attorney for review.

h) Review and/or draft all ordinances and resolutions before adoption.

i) Provide review of all proposed contracts and proposals submitted to

Attorney for review.

3.3 Excluded Duties. Attorney is not required under the terms of this Agreement to represent Client in appeals to the Idaho Supreme Court or Court of Appeals, or in original or *de novo* lawsuits or appeals, or in matters where Attorney has a conflict of interest as defined by the Idaho Rules of Professional Conduct. Depending on the nature of the case and availability, the Client and Attorney may decide to let Attorney handle the litigation or contract with another attorney to provide the representation.

4. Consideration. Client agrees to pay attorneys' fees and costs for the representation described in paragraph 3.2 of this Agreement, as follows:

4.1 Fees. Fees for legal services shall be charged at the base rate of 85% of Attorney's prevailing rate at the time the services are provided ("City Rate"). Representation of Client on special matters will be billed at Attorney's regular rates. Attorney's current billing rate is \$260 per hour and will be adjusted to \$221 accordingly. Attorney's prevailing rate is typically adjusted each January. The City of Hailey adopts the annual budget each summer, with an effective date of October 1 each year. Cities in Idaho are limited to a 3% property tax increase each year. The parties will consider an adjustment to 85% of Attorneys new prevailing rate at that time, taking in to consideration the 3% property tax cap and the Municipal Price Index. Attorney will provide written notice of such increase prior to the adoption of the municipal budget each year. Time will be charged in minimum increments of \$22.10 (1/10th of an hour). All time expended by Attorney on behalf of the Client will be charged to the Client, even though such time may involve personal counseling rather than strict legal advice. Legal services include all conferences, telephone calls, research, hearings, drafting of letters, memoranda and pleadings, negotiation sessions, reading and reviewing of related communications and documents. For the services to be provided under this Agreement, the fees charged for each month shall not exceed \$15,000 per calendar month, unless approved by client after consultation.

4.2 Costs. In addition to the fees charged for legal services, costs shall be charged as follows:

a) Extraordinary copying expenses. Extraordinary copying expenses shall be charged at the rate of \$.15 per page copied. Normal copying charges will be borne by the Attorney and in the event, Attorney is required to copy large quantities of documents, Attorney will attempt to have the copying performed at Hailey City Hall.

b) Long distance telephone. Long distance telephone calls shall be charged at \$1.50 per in-state call and \$3.00 per out-of-state call.

c) Miscellaneous and extraordinary expenses. Miscellaneous and extraordinary expenses which are necessary in Attorney's opinion to properly represent Client and which include, but are not limited to such as filing fees, recording fees, postage (other than for standard first class mail), court costs, travel expenses, witness fees, expert witness fees, special consultants, accountants, appraisers, process servers, court reporters, long distance telephone calls, travel, parking etc., shall be charged at their actual cost, except travel involving a car shall be charged at the federal reimbursement rate. To the extent the out-of-pocket costs are relatively minimal, they will appear on the monthly billing statement for payment. However, in the event substantial out-of-pocket costs, such as deposition transcripts, are necessary, Attorney may ask Client to advance additional funds for direct payment of those costs.

4.3 Billing. Monthly billings shall be due and payable in full by the 25th day of the subsequent month and a "finance charge" will be imposed on any portion of such billing which remains unpaid by the last day of such month. The finance charge shall be calculated on the unpaid portion of the billing at the periodic rate of 1.5% per month (which is an annual rate of 18%). If not objected to within fifteen (15) days, the monthly billing statement will be deemed" conclusive. In the event that any monthly billing is not paid in full within 30 days of the date of the date of the billing, the client will be in default of this agreement. In the case of such default the attorneys, at their option, may withdraw from representation of the client and, in addition, may take any necessary legal action to collect any and all amounts due and owing, together with reasonable attorneys' fees, costs and expenses incurred as a result of such collection action.

4.4 Benefits, Insurance and Taxes. Attorney shall be solely responsible for the payment of insurance required by law, such as workmen's compensation or unemployment insurance. Client is not responsible to provide Attorney with any health insurance, life insurance, disability insurance, or other such fringe benefits, such as sick leave, vacation time or compensatory time. Client is not responsible to withhold from Attorney's compensation amounts for federal and state income tax, FICA medicare. Attorney will be responsible for all continuing legal education and library costs

5. Termination.

5.1 Termination by Client. The parties agree that this Agreement may be terminated by Client without "cause" at any time upon thirty (30) days' notice to

Attorney.

5.2 Termination by Attorney. The parties agree that this Agreement may be terminated by Attorney without "cause" at any time upon thirty (30) days' notice to Client.

5.3 Renewal of Agreement. Attorney shall serve at the discretion of the City Council, and this Agreement shall auto-renew each year on October 1 unless notice of Termination is given by either party. Upon written notice at least two (2) weeks before the autorenewal of this Agreement, the parties may evaluate the contractual arrangement of the parties and decide whether this Agreement should be renewed with the same or different length, terms and/or conditions.

6. Employment Relationship. The parties agree that their relationship is an independent contractor relationship. The relationship between the parties hereto shall not be that of Employer and Employee.

7 Miscellaneous Provisions.

7.1 Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service upon such other party, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

If to Client: City Clerk
 Hailey City
 Hall
 115 Main Street South, Suite H
 Hailey, Idaho 83333

If to Attorney: Allan M. Moriarty
 PO Box 3310
 Ketchum, Idaho 83340

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the

date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

7.2 Attorney Fees. If a dispute should arise between the parties regarding the interpretation, validity or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party his attorney's fees and costs incurred in such dispute, whether or not litigation is commenced, and on any appeals.

7.3 Successors and Assigns. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors in interest.

7.4 Binding Effect. The rights and obligations of the parties hereunder shall enure to the benefit of and shall be binding upon their respective successors and legal representatives. If any provision of this agreement is judicially determined to be invalid or unenforceable, the remainder of the agreement shall, nonetheless, remain valid and enforceable.

7.5 Governing Law. This agreement shall be construed in accordance with the laws of the State of Idaho.

7.6 Entire Agreement. This agreement contains the entire agreement between Client and Attorney concerning employment. It may not be changed orally but only by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the 26th day of May, 2026.

"CLIENT"

CITY OF HAILEY, a political subdivision
of the State of Idaho

By _____
Martha Burke, Mayor

Attest: _____

Mary Cone, City Clerk

“ATTORNEY” Allan M. Moriarty

By _____

Return to Agenda

OATH OF OFFICE

I, Allen 'Mac' Moriarity, do solemnly swear (or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Idaho, and that I will faithfully discharge the duties of City Attorney of the City of Hailey according to the best of my ability.

Signed

Subscribed and sworn to before me this 25th day of May, 2026.

City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/26/2026 **DEPT.:** Finance/Administration **DEPT. HEAD SIGNATURE:** RSB

SUBJECT: Amendment to FY 2026 Budget and Appropriation Ordinance

AUTHORITY: ID Code 50-1002 &1003 IAR _____ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The proposed amendment is for the purpose of additional capital improvement expenditures for the Hailey fire station of \$107,000, expenditures of \$1,479,466 towards the Bullion Pathway project and the inclusion of \$1,479,466 of reimbursement funds from Hailey Urban Renewal Agency for the capital expenditures on the Bullion Pathway project.

EXPENDITURES	FY 26 Budget	Amendment	Increase
General Fund (Fire Station)	\$ 9,844,790	\$ 9,951,790	\$ 107,000
Capital Fund (Bullion Pathway)	\$ 3,045,000	\$ 4,524,466	\$ 1,479,466
<u>SubTotal</u>	<u>\$ 12,889,790</u>	<u>\$ 14,476,256</u>	<u>\$ 1,586,466</u>
Water Fund	\$ 2,262,223	\$ 2,262,223	-0-
Sewer Fund	\$ 3,063,425	\$ 3,063,425	-0-
Water Replacement Fund	\$ 500,000	\$ 500,000	-0-
Sewer Replacement Fund	\$ 205,000	\$ 205,000	-0-
Headworks Replacement Fund	\$ 800,000	\$ 800,000	-0-
<u>Total Budget</u>	<u>\$19,720,438</u>	<u>\$21,306,904</u>	<u>\$ 1,586,466</u>
REVENUES			
Hailey Urban Renewal Agency Reimbursement		\$ 1,479,466	\$ 1,479,466
TOTAL INCREASE		<u>\$ 107,000</u>	<u>\$ 107,000</u>

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Council should hold a public hearing on the budget amendment and then make a motion to conduct a first reading of Ordinance No _____, amending Hailey's FY 2026 Appropriations Ordinance by adding \$107,000 in expenses, for a total FY 2026 appropriation of \$21,306,904.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

-FOLLOW-UP

*Ord./Res./Agmt./Order Originals: *Additional/Exceptional Originals to: _____

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING ORDINANCE NO. 1351, THE ANNUAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, TO APPROPRIATE THE SUM OF ONE MILLION FOUR HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS (\$1,479,466) TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF HAILEY FOR SAID FISCAL YEAR OF AN ADDITIONAL ONE MILLION FIVE HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS (\$1,586,466), RESULTING IN A NET BUDGET EXPENSE INCREASE OF ONE HUNDRED SEVEN THOUSAND DOLLARS (\$107,000); SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO AS FOLLOWS:

SECTION 1. The sum of \$107,000 shall be, and the same is hereby, appropriated to defray the necessary expenses and liabilities of the City of Hailey, Idaho, to provide capital improvement expenditures for the Hailey fire station, for the fiscal year beginning October 1, 2025, and ending September 30, 2026. The sum of \$1,479,466 shall be, and the same is hereby, appropriated from the Hailey Urban Renewal Agency to defray the necessary expenses and liabilities of the City of Hailey, Idaho to provide for expenditures towards the Bullion Pathway project.

SECTION 2. That Ordinance No. 1351, the annual appropriation ordinance for the City of Hailey, which shows the objects and purposes for which the annual appropriation is made, be amended to show the object and purpose of each appropriation, as follows:

EXPENDITURES	FY 26 Budget	Amendment	Increase
General Fund (Fire Station)	\$ 9,844,790	\$ 9,951,790	\$ 107,000
Capital Fund (Bullion Pathway)	\$ 3,045,000	\$ 4,524,466	\$ 1,479,466
<u>SubTotal</u>	<u>\$ 12,889,790</u>	<u>\$ 14,476,256</u>	<u>\$ 1,586,466</u>
Water Fund	\$ 2,262,223	\$ 2,262,223	-0-
Sewer Fund	\$ 3,063,425	\$ 3,063,425	-0-
Water Replacement Fund	\$ 500,000	\$ 500,000	-0-
Sewer Replacement Fund	\$ 205,000	\$ 205,000	-0-
Headworks Replacement Fund	\$ 800,000	\$ 800,000	-0-
<u>Total Budget</u>	<u>\$19,720,438</u>	<u>\$21,306,904</u>	<u>\$ 1,586,466</u>
REVENUES			
Hailey Urban Renewal Agency Reimbursement		\$ 1,479,466	\$ 1,479,466
TOTAL INCREASE		<u>\$ 107,000</u>	<u>\$ 107,000</u>

SECTION 3. All ordinances and/or portions or parts of ordinances in any way inconsistent with or in conflict with this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS 26th DAY OF MAY, 2026.

Martha Burke, Mayor, City of Hailey

ATTEST:

Mary Cone, City Clerk

Publish: Idaho Mountain Express Wednesday June 3, 2026

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/26/2026 **DEPARTMENT:** Fire/Legal/Admin
CPS/LH/MB

DEPT. HEAD SIGNATURE:

SUBJECT: Discussion and opportunity to object to a Petition for Annexation of all lands situated within the City of Hailey into the Blaine County South Fire Protection District.

AUTHORITY: x IC 31-1411 IAR _____ City Ordinance/Code HMC
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: In 2017 the City of Hailey and the Wood River Fire Protection District entered into a Joint Powers Agreement, (JPA) with the intention of formalizing cooperative efforts in providing EMS and fire protection services throughout southern Blaine County. The long-term goal was to identify potential efficiencies of services through joint operations. In February of this year the JPA was expanded to a three (3) party body, including the Ketchum Fire Protection District. This council has been continuously updated regarding a developing consolidation plan whereby fire and EMS services throughout Blaine could be brought into a unified authority, enhancing services to all residents of the affected area, including those in the City of Hailey. The concept remains unchanged, to work collaboratively to advance mutual goals. Those goals include leveraging of shared resources; elimination of redundancies; fostering collaboration; delivering enhanced fire suppression, EMS and rescue operations across south Blaine County and prioritizing public safety, fiscal responsibility and community resilience. Joint operations are anticipated between July and October 2026.

This council has expressed encouragement, of all of the above, on a continuing basis. To that end, the Council has authorized a remodel of the Hailey Fire Station to accommodate 24/7 shifts. That work is underway.

At the May 11, 2026 City Council meeting the consolidation plan was presented, together with a specific timeline on a process whereby all property within the City of Hailey would be annexed into the Blaine County South Fire Protection District. Idaho Code does not require formal action of City Council as a legal prerequisite. However, political caution directs at least acquiescence to the process.

The JPA Board met on May 13, 2026 and formally recommended that the Petition for Annexation process move forward. Likewise, the Blaine County South Fire District Board met on May 20, 2026 and invited the opportunity to allow the process to move forward, allowing the qualified electors to decide the ballot question. There is no formal action requested or required, but an opportunity to discuss, deliberate and object to the Petition for Annexation process. Presuming City Council remains receptive to a potential consolidation through the discussed annexation process, third parties would begin circulating a Petition for Annexation to be presented, first to the Board of the Blaine County South Fire Protection District for a formal determination whether annexation would be in the best interest of the district, and second to the Board of County Commissioners to Order an election on a ballot measure. The affirmative vote of a majority of qualified electors within the City of Hailey would result in annexation into the Blaine County South Fire Protection District. A no vote would result in continuation of the status quo, and the Hailey Fire Department.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____
Estimated Hours Spent to Date: _____
Staff Contact: _____
Comments: NA

YTD Line Item Balance \$ _____
Estimated Completion Date: _____
Phone # _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discuss the issue and object as council and mayor may find appropriate, or alternatively express support for the process whereby the voters of Hailey will decide the issue of whether to annex into the consolidating fire protection and EMS entity.

FOLLOW-UP REMARKS:

Petition for the Blaine County South Fire Protection District to Annex Territory within City of Hailey

A PETITION BY PROPERTY OWNERS WITHIN THE CITY OF HAILEY, STATE OF IDAHO TO ANNEX ALL TERRITORY WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF HAILEY INTO THE BLAINE COUNTY SOUTH FIRE PROTECTION DISTRICT. (BCSFPD)

To the Honorable Board of the BCSFPD and the Board of County Commissioners of Blaine County, State of Idaho, and the Honorable Stephen F. Graham, Clerk of said Board:

We, the undersigned, each of us being a resident and qualified elector within the territory proposed for annexation and twenty-five (25) of the undersigned being landowners of property with an assessed market value of greater than \$500,000 situated within the territory to be annexed, but totaling less than seventy five percent (75%) of the owners of land sought to be annexed; do respectfully present this petition to you and certify:

1. It is in the best interest of the BCSFPD and the territory proposed for annexation, that all lands within the City of Hailey be annexed to the Blaine County South Fire Protection District as contemplated under the provisions of Title 31, Chapter 14, Idaho Code, as amended.
2. The proposed district boundaries include:
All lands, lots, real property and territory situated with the incorporated City of Hailey, Idaho, and depicted as follows:

See Exhibit A Legal Description.

See Exhibit B A Map attached hereto and made a part hereof.

PETITION FOR THE ANNEXATION OF ALL REAL PROPERTY SITUATED WITHIN THE CITY OF HAILE IDAHO INTO THE BLAINE COUNTY SOUTH FIRE PROTECTION DISTRICT

The undersigned, being less than 75% of the owners of real property of the land sought to be annexed, request that you, as the Board of the Blaine County South Fire Protection District, do hold a hearing not less than ten (10) nor more than thirty (30) days from the date of submission hereof, to cause notice of such hearing, designating the time and place, to be published in at least one (1) issue of a newspaper of general circulation within the district, at which time any person supporting or objecting to such petition shall be heard at such hearing, and at the close of such hearing said board determine by Resolution entered on the minutes of the board, that the annexation would be in the best interest of the district and that an election on the issue should be held, and that upon the affirmative vote of a majority of the qualified electors of such additional territory voting on the question at the election thereupon held, the territory proposed for annexation be annexed, and further

The undersigned request that you, as the Board of Commissioners of Blaine County, do call and set a date for hearing regarding the annexation of all lands within the corporate boundaries of the City of Hailey, Idaho, into the Blaine County South Fire Protection District, as depicted by the legal description written above and by the map made a part hereof; which time for hearing shall be not less than four (4) nor more than six (6) weeks from the date of the presentation and filing of the petition. Notice of the time of hearing shall be published by the board at least once a week for three (3) successive weeks prior to the time set for the hearing, in a newspaper published within the county in which the proposed district is situated. The notice shall state that all lands within the City of Hailey corporate boundaries are to be annexed into the existing Blaine County South Fire Protection District, giving the boundaries thereof and that any taxpayers within the proposed boundaries to be annexed may on the date fixed for such hearing appear and offer any testimony pertaining to the annexation, the proposed boundaries thereof, or in the including or excluding of any real property therein or therefrom. After hearing and considering any and all testimony, if any such be interposed, the county commissioners shall thereupon make an order thereon either denying such petition or granting the same, with or without modification, and shall accordingly fix the boundaries of such proposed district in any order granting such petition. The boundaries so fixed shall be the boundaries of said district after its organization be completed as provided by Idaho Law, and a map showing the boundaries of such proposed district as finally fixed and determined by the board of county commissioners shall be prepared and filed in the office of the clerk of said board. After the board of county commissioners have made their order finally fixing and determining the boundaries of the lands proposed annexation, the clerk of the board of county commissioners shall cause to be published a notice of an election to be held, subject to the provision of section 34-106 Idaho Code.

PETITION FOR ANNEXATION OF ALL LANDS WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF HAILEY INTO THE BLAINE COUNTY SOUTH FIRE PROTECTION DISTRICT

Each for himself says: I have personally signed this petition; I am an owner of land within the corporate boundaries of the City of Hailey, Idaho; my residence is correctly written after my name.
WARNING: It is a felony for anyone to sign any initiative or referendum petition with any name other than his own, or to knowingly sign his name more than once for the measure, or to sign such petition when he is not a qualified elector.

Signature	Printed Name	Street Address	City	Date
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				

PETITION FOR THE ANNEXATION OF ALL REAL PROPERTY SITUATED WITHIN THE CITY OF HAILE IDAHO INTO THE BLAINE COUNTY SOUTH FIRE PROTECTION DISTRICT

12.				
13.				
14.				
15.				

State of Idaho, County of Blaine

I, _____, being first duly sworn, say:

That I am a resident of the State of Idaho and at least eighteen (18) years of age, and an owner of real property within the corporate boundaries of the City of Hailey, Idaho: that every person who signed this sheet of the foregoing petition signed his or her name thereto in my presence, and is a person to me known: I believe that each has stated his or her name, address and residence correctly, that each signer is a qualified elector of the State of Idaho, and a resident of the county of Blaine.

Signed _____

(Printed Name)

(Address)

(Notary Seal)

Subscribed and sworn to before me this ____ day of _____, 2026.

Notary Public: _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 5/26/26 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** LH

SUBJECT:

Motion to approve Resolution 2026-____, adopting City Council goals for FY 2027 to guide budgeting and other policy matters.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Mayor and Council conducted a goal-setting retreat on April 27th, 2026 for the purposes of refining last years goals and setting the stage for the FY 26/27 budget.

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:

No cost associated with the attached. Costs will be established during the municipal budgeting process. --

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2026-____, a resolution adopting City Council goals for FY 2027 to guide budgeting and other policy matters.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record *Additional/Exceptional Originals to: _____

CITY OF HAILEY
RESOLUTION NO. 2026-_____

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
ADOPTING VISION AND GOALS**

WHEREAS, Mayor Burke presented her State of the City Report in the Council packet for April 13, 2026, a report which: 1) builds upon the Mayor and Council's mutually adopted budget goals from FY 25/26; 2) lists the accomplishments of the City; 3) identifies key challenges facing the City.

WHEREAS, the State of the City Report was a tool for the Council in their Goal Setting Session of Monday, April 27th, 2026.

WHEREAS, the Goal Setting Session Summary is broad in nature but will inform the FY 26/27 budget; builds upon the State of the City; and addresses priorities of the City of Hailey.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY THAT THE ATTACHED 2027 HAILEY VISION AND GOALS ARE HEREBY ADOPTED.

Passed this _____ day of May, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

2026 City Council Goals

Note: staff suggestions are shown in italics

Health, Safety, Welfare: this foundational goal is embedded in each of the subsequent goals.

- Foundational infrastructure security
- Staff Retention- the key to success
- Hailey Fire Station- work with partners towards a station staffed 24/7 to provide high level fire and emergency service to Hailey citizens
- Continue to explore purchase of a Ladder Truck
- Work towards full ownership of the Hailey Armory Building as the best location for the Hailey Police Department
- Continue to explore options for Building Plan review and inspections to ensure thorough review, timely response to citizens/builders and costs to the City
- Explore with project partners the concept of a Blaine County Health Trust
- *City Hall elevator replacement: include in CIP*

Transportation, Mobility, Safety: build out bike/pedestrian routes, signage and ADA access. Pilot micro-transit solutions and improve pedestrian crossings/connectivity.

- Finish What We Started – complete gaps in the bike/ped and transportation network: *East Croy Pathway, Winterhaven on-street parking, Woodside pathway connections, South River street Pathway*
- Incorporate mobility into new development
- Continue dialogue regarding Main St. / Hwy 75 and the Downtown Master Plan / H.O.V. / Mountain Rides Collaboration
- Continue regional dialogue on transportation and mobility issues
- Continue participation in possible solutions to address wildlife crossing on Highway 75 near Hailey
- Work with Hailey Urban Renewal Agency to finalize and implement the Airport Way Transportation Master Plan
- *Implement Wayfinding Master Plan Phase 1*

Infrastructure: complete sidewalk and road upgrades. Focus on security for essential public infrastructure

- Develop a Security Plan for Water, Wastewater Public Safety and Municipal Offices (*Cameras, alarms, locks, protection of public water supplies from contamination, Pump House Alarms*)
- Focus on Best Practices for annexations with regards to necessary infrastructure
- See other goals regarding Police Department/Armory
- See other goals regarding Rodeo Grounds

Public Amenities, Parks, Open Space: expand civic gathering spaces and ensure access for all residents. Support creative public realm improvements through public/private partnerships

- Work with project partners on a goal of a regional recreational center
- Explore a Rodeo Arena Master Plan; incorporate study of shared parking
- Continue to support the Library and the services they provide
- *Complete Art/Wayfinding on the Bullion Pathway in collaboration with HURA*
- Study Park Water Conservation
- Continue to explore maintenance/watering optns for the Woodside Landscape strip
- Initiate Keefer Park Master Plan
- Continue work with project partners on Lions Park Master Plan

Housing: continue collaboration/partnerships with ARCH and other housing providers; implement smart growth policies that retain Hailey's character

- Support mixed use developments
- Strive for workforce housing in all new annexations, including Category L units
- Continue infrastructure investments at 43 Broadford
- Continue ARCH Collaboration
- *Explore collaborations with other project partners*
- Develop a program for annual compliance checks of deed/rent restricted units
- *Explore additional land purchases*

Employee Investment: support retention through competitive pay scale, benefits and training. Plan for leadership transitions and knowledge capture.

- Continue to invest in employees and related benefits
- Strong employee training plan

Community Engagement, Identity, Cohesion: engage residents through a mix of informal outreach and formal processes. Celebrate community character while monitoring and planning for change

- *Authentic Hailey: what it means to be in the “Hailey Community”. Build on this through branding and wayfinding*
- Continue community collaboration
- Continue and expand public outreach
- Hispanic Community Engagement – expand where possible

Sustainability:

- Develop strong actions in the Hailey Sustainability Plan that can be implemented within means *with emphasis on partnerships, roadway congestion management, water programs such as turf reduction*
- Crosswalk sustainability across all departments
- Continue interior sustainability projects in Municipal Buildings

Fiscal Responsibility / Revenue Strategy:

- Continue to be strategic as to all government spending
- Expand new programs only as revenues allow
- Consider Return on Investment with expenditures
- Healthcare-continue to monitor costs and explore options
- Explore reductions in Community Hsg. Fees

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AGENDA ITEM SUMMARY

DATE: 05/26/2026

DEPARTMENT: CDD

DEPT. HEAD SIGNATURE: RD

SUBJECT: Motion to approve the Summary related to Ordinance No. 1362, an Ordinance amending Hailey’s Municipal Code, Title 15: Buildings and Construction, Chapter 15.20: Special Code Requirements, creating a new section, Section 15.20.020: Public and Commercial Swimming Pools, which establishes definitions and regulations for public and commercial swimming pools.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 17
(IF APPLICABLE)

BACKGROUND: During the 2025 Idaho State Legislative Session, the Idaho House Health and Welfare Committee introduced – and successfully passed - House Bill 202, which “Amends, repeals, and adds to existing law to remove provisions previously related to the Department of Health and Welfare that now assigned to other state agencies.” Specifically, the legislation removed responsibility for certain powers and duties regarding public health protections from the State Department of Public Health. One such power and duty removed was “The enforcement of minimum standards of health, safety, and sanitation for all public swimming pools within the state as established in rule of the board”. According to Josh Jensen, Environmental Health Director for the South Central Public Health District (SCPHD), at the time of this proposed Text Amendment, it is now up to the municipalities themselves to regulate public and commercial swimming pools for health and safety standards. This includes requirements for annual inspections and licensure/permitting to operate. Prior to 2025, such duty and authority to regulate rested with the Director of the Idaho State Department of Health and Welfare.

Since the passage of HB 202, representatives from SCPHD have been in active communication municipalities that have historically relied on SCPHD to perform required inspections/permitting for public and commercial swimming pools. SCPHD brought this regulatory matter to the attention of the City of Hailey in fall, 2025. Blaine County Recreation District (BCRD) – a primary stakeholder for matters regarding public swimming pool regulations – was also apprised of this legislative development at the same time. SCPHD has confirmed that they are supportive of, and readily equipped to, continue offering public/commercial swimming pool inspections and be named as the regulatory authority for permitting, facilitated through the passage of local ordinances at the discretion of individual municipalities. SCPHD has requested that interested municipalities adopt similar language and requirements in any new ordinances, ensuring uniformity and consistency across SCPHD’s service area. This includes the application of the 2024 Model Aquatic Health Code (MAHC), a guidance document published by the U.S. Centers for Disease Control and Prevention that is aimed at preventing injury and illness at aquatic venues open to the public.

SCPHD has provided the City of Hailey with draft ordinance language for public/commercial swimming pool regulation that has already been adopted by peer communities in Idaho, incorporating applicable standards from the MAHC as well. The draft ordinance language forms the basis of the Text Amendment proposed herein. Additionally, City Staff have consulted with the Executive Director and the Aquatics Manager for the BCRD, regarding the proposed Text Amendment and any impact it may have on their operations. BCRD Staff had no feedback and offered their full support of the City’s ordinance proposal. In summary, the City of Hailey wishes to continue upholding best practices for safeguarding public health and safety at public and commercial swimming pool facilities, despite the recent removal of State requirements for inspections and permitting. Both the proposed Text Amendment and the strong partnership and support of SCPHD will help ensure best possible outcomes for public health and safety in our community.

On May 11, 2026, the Hailey City Council unanimously approved the Ord. No. 1362, an Ordinance amending Hailey’s Municipal Code, Title 15: Buildings and Construction, Chapter 15.20: Special Code Requirements, creating a new section, Section 15.20.020: Public and Commercial Swimming Pools, which establishes definitions and regulations for public and commercial swimming pools. The Council chose to waive the first and second readings, conduct the third reading, and read by title only. Now, Staff are requesting Council’s approval of the associated Summary to Ord. No. 1362.

Attachments:

- Ord. No. 1362: Summary to Title 15: Swimming Pools

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle # _____
Budget Line Item _____ YTD Line-Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Robyn Davis Phone # 788-9815 ext. 2015

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve the Summary related to Ordinance No. 1362, an Ordinance amending Hailey’s Municipal Code, Title 15: Buildings and Construction, Chapter 15.20: Special Code Requirements, creating a new section, Section 15.20.020: Public and Commercial Swimming Pools, which establishes definitions and regulations for public and commercial swimming pools.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

Date _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt. /Order Originals: *Additional/Exceptional Originals to: _____
Copies (all info.): Copies Instrument # _____

SUMMARY OF HAILEY ORDINANCE NO. 1362

The following is a summary of the principal provisions of Ordinance No. 1362 of the City of Hailey, Idaho, duly passed and adopted May 11, 2026, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING THE HAILEY MUNICIPAL CODE, TITLE 15: BUILDINGS AND CONSTRUCTION, CHAPTER 15.20: SPECIAL CODE REQUIREMENTS, TO ADD A NEW SECTION, §15.20.020, ENTITLED PUBLIC AND COMMERCIAL SWIMMING POOLS, ESTABLISHING DEFINITIONS AND REGULATIONS FOR PUBLIC AND COMMERCIAL SWIMMING POOLS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1362 amends Hailey Municipal Code as follows:

Sections 1-11 amend Hailey Code Title 15: Building and Construction, Chapter 15.20: Special Code Requirements to add a new section, Section 15.20.020: Public and Commercial Swimming Pools, which establishes definitions and regulations for public and commercial swimming pools.

Section 12 provides a savings and severability clause.

Section 13 provides a repealer clause.

Section 14 provides an effective date.

The full text of Ordinance No. 1362 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho, 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1362 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1362, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this _____ day of _____, 2026.

Christopher P. Simms, Hailey City Attorney

Publish: Idaho Mountain Express, _____, 2026.

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