

AGENDA ITEM SUMMARY

DATE: 02/23/2009 **DEPARTMENT:** Clerk's office **DEPT. HEAD SIGNATURE:** MC

SUBJECT

Motion to authorize the Hailey Historic Preservation Commission (HHPC) to hire consultant for the Hailey Rodeo Grounds Survey and nomination of Hailey Hotel (aka Hotel Rialto) – FY 2008-2009

AUTHORITY: ID Code IAR _____ City Ordinance/Code _____

BACKGROUND:

The HHPC approved of hiring Madeline Buckendorf at their January 27, 2009 meeting. This item did not warrant an RFP process due to the previous work this consultant performed for the FY 2007-2008 CLG grant.

The below was previously approved by council on 10/6/08:

The Hailey Historic Preservation Commission proposes to work a total of 34 hours on this grant with the Project Coordinator working an expected 24 hours. Total cash matching for this grant is \$2,000. The original matching is 50% of Federal Grant Funds. The application is requesting a federal funding of \$4,000.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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

Hailey's budget amendment will have sufficient funds appropriated in Legislature for the match.

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:

Authorize the HHPC to proceed with hiring consultant for historical nomination on Rialto Hotel and historical survey of the Rodeo Grounds.

FOLLOW UP NOTES:

Mary Cone

From: Robert Lonning [ralonning@mac.com]
Sent: Thursday, February 12, 2009 6:50 AM
To: Mary Cone
Cc: 'Madeline Buckendorf'
Subject: RE: Rialto Hotel & Hailey Rodeo Grounds SOW, cost estimate

Mary,
The HHPC approved hiring Madeline at our January 27 meeting. Let's proceed.

Thanks,
Rob

On Wednesday, February 11, 2009, at 04:11PM, "Mary Cone" <mary.cone@haileycityhall.org> wrote:

>We sure will. As soon as the HHPC approves, I can put it in front of
>the council for their approval. It looks like it could be March 9th
>for the council meeting as the HHPC meets at the end of this month.

>

>-----Original Message-----

>From: Madeline Buckendorf [mailto:madelineb@cableone.net]
>Sent: Wednesday, February 11, 2009 4:29 PM
>To: Mary Cone
>Subject: Re: Rialto Hotel & Hailey Rodeo Grounds SOW, cost estimate

>

>Could you let me know if the HHPC has the funds to let me do the Rialto
>Hotel job soon? I would like to get that done before it get busy for
>me this summer.

>

>Thank you,

>

>Madeline Buckendorf

>

>

>

>On Feb 11, 2009, at 3:49 PM, Mary Cone wrote:

>

>> Will do, thank you!

>>

>> -----Original Message-----

>> From: Madeline Buckendorf [mailto:madelineb@cableone.net]
>> Sent: Friday, January 23, 2009 3:54 PM
>> To: Mary Cone
>> Cc: Rob Lonning
>> Subject: Rialto Hotel & Hailey Rodeo Grounds SOW, cost estimate

>>

>> Dear Mary,

>>

>> Attached is my revised Scope of Work and cost estimate for doing the
>> nomination of the Rialto Hotel and Hailey Rodeo Grounds. If there is
>> enough money, we could make an agreement concerning the Rialto Hotel
>> nomination and I could do that work right away. We could wait and
>> see what happens with SHPO monies and do the rodeo grounds in May/
>> June. Let me know what the HHPC wishes to do.

>>

>> Sincerely,

>>

>> Madeline Buckendorf

>>

Mary Cone

From: Madeline Buckendorf [madelineb@cableone.net]
Sent: Friday, January 23, 2009 3:54 PM
To: Mary Cone
Cc: Rob Lonning
Subject: Rialto Hotel & Hailey Rodeo Grounds SOW, cost estimate
Attachments: MB Hailey Prop 09.doc

Dear Mary,

Attached is my revised Scope of Work and cost estimate for doing the nomination of the Rialto Hotel and Hailey Rodeo Grounds. If there is enough money, we could make an agreement concerning the Rialto Hotel nomination and I could do that work right away. We could wait and see what happens with SHPO monies and do the rodeo grounds in May/ June. Let me know what the HHPC wishes to do.

Sincerely,

Madeline Buckendorf

**PROPOSAL, SCOPE OF WORK, AND BUDGET
FOR
HAILEY HISTORIC PRESERVATION COMMISSION**

**By Madeline Buckendorf Consulting, LLC
JANUARY 2009**

Introduction

The following document is a formal proposal by Madeline Buckendorf Consulting, LLC, to conduct two projects:

- (1) Prepare and complete a nomination to the National Register of Historic Places (NRHP) of the Rialto (Hailey) Hotel, 201 S. Main Street; and
- (2) Prepare and complete an intensive-level site survey and photo documentation of the Hailey Rodeo Grounds. This work will be conducted for the Hailey Historic Preservation Commission (HPC).

Professional Qualifications

Madeline Buckendorf has worked for over 25 years in the fields of historical research and historic preservation. She holds an M.A. in Public History and is certified as a Historic Preservation Specialist under 36 CFR 61, Appendix A, of the Code of Federal Regulations.

Madeline Buckendorf has successfully completed over 16 Nominations to the National Register of Historic Places (NRHP). These nominations included The Eben S. Chase House in Hailey, the former Mountain States Telephone and Telegraph Company building in Meridian, Caldwell's Steunenbergs Residential Historic District, and the James Baker House in Cottonwood. Buckendorf has nominated or determined as NRHP-Eligible a wide variety of structures and buildings in Idaho and Oregon, including mining sites, barns and entire farmsteads, water towers, highway culverts and historic ruins of a grain elevator in the American Falls Reservoir.

Her clients include the Army Corps of Engineers, BLM, USDA National Forest, Bureau of Reclamation, several city and county historic preservation commissions, engineering firms, and environmental planners in Blaine and Ada counties.

Scope of Work and Deadlines

- 1) The nomination to the NRHP of the Rialto Hotel, 201 Main Street-- Buckendorf will reformat the information gathered during her intensive-level survey of the property into the required Nomination Form, and hard and digital copies made of the form and its attachments. The Statement of Significance will need to be annotated with end notes, citing all primary and secondary historical sources used in the development of the statement. A bibliography of all sources examined will also need to be developed, along with a site sketch map with photo points (the number and direction each photo was taken). All information, maps, and photographs will be combined into the final National Register form and attachments. The form will be ready for review by the HHPC and submission to the Idaho SHPO by
- 2) Intensive-level historic sites survey of the Hailey Rodeo Grounds—Buckendorf will conduct survey and complete an Idaho Historic Sites Inventory form at the intensive level; all features and their elevations will be photographed and measurements taken. A site sketch map will also be developed. Historic research on the property will be done in order to determine the

Proposal, Madeline Buckendorf to City of Hailey, January 2009, p. 2:

approximate ages of each feature and if/when alterations have been made to them. Historic research will also provide context for evaluating the property's historic significance and possible eligibility to the NRHPC. The form will be ready for review by the HHPC and submission to the Idaho SHPO by August 15, 2009.

Once the award is granted, the following is an estimated timetable for completing the intensive-level survey and nomination:

? 2009—a draft of the Rialto Hotel NRHP nomination will be developed and submitted to SHPO;

? 2009—final revisions to the nomination and preparation of all attachments will be completed.

? 2009—Intensive-level survey, photography, and research will begin on the Hailey Rodeo Grounds;

August 2009— A draft of the intensive-level survey will be submitted to SHPO. A final form plus all attachments will be completed immediately after comments are received from SHPO.

Project End Products

The end products will include:

For the National Register Nomination of the Rialto Hotel:

- One digital copy and two paper copies of the completed nomination in a format acceptable to the Idaho SHPO;
- Three labeled sets of archival quality (35-mm, black and white) 5" x 7" photographs, one set of negatives, one set of digital images, and photo logs;
- One original plus two copies of a USGS map with the property marked on it and a site sketch map with photo points;

For the Intensive-level survey of the Hailey Rodeo Grounds:

- Three copies of the Intensive Level Survey site form, and one original set plus two copies of all site sketch maps, USGS map, and photographs (one each for the SHPO, Hailey HPC and the property owner) of the Hailey Rodeo Grounds. SHPO will receive both a hard copy and an electronic copy.

Budget

The budget for both the preparation of the intensive-level survey and the National Register Nomination includes costs for the following items: research, writing, mileage, lodging, per diem, photographs and archival processing, photocopies, maps, discs, and other indirect costs such as liability insurance, telephone, and supplies.

Cost for the National Register Nomination of the Rialto Hotel:	\$1,100.00
Cost for the Intensive-level Survey of the Hailey Rodeo Grounds:	<u>2,500.00</u>
Total Cost for both NRHP Nomination and Intensive-level Survey:	\$3,600.00



Idaho State Historical Records Advisory Board (SHRAB)

Serving the present and future generations of Idaho by providing expertise to encourage the preservation of historical and significant records.

Rod House, State Archivist/SHRAB Coordinator
Idaho Public Archives and Research Library
2205 East old Penitentiary Road
Boise, ID 83712-8250
Tel: (208) 334-2620 or 514-2316 Fax: (208) 334-2626
E-mail: Rod.House@ishs.idaho.gov

Community Regrant Information and Application Package



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E-mail: Rod.House@ishs.idaho.gov

January 30, 2009

Dear Archivists, Curators and Records Keepers:

The Idaho State Historical Records Advisory Board (SHRAB) is now accepting applications for regrants funded by the National Historical Publications and Records Commission. Grants from \$2,500 to \$5,000 will be awarded to qualifying institutions and organizations for collections management, preservation and other archival projects. These funds should be used to improve public access to historical materials, help organizations adopt standard archival practices, and ultimately increase the public's awareness and appreciation of the archival community.

The SHRAB received a \$20,000 grant from the National Historical Publications and Records Commission for regrants to qualifying institutions in Idaho. Your forms are enclosed. Please call me with any questions. The application deadline is February 28, 2009.

Applications and information are attached or are available for download at the Idaho SHRAB website: <http://www.idahohistory.net/shrab.html> or by email request to: idaho_shrab@a.com.

Sincerely,

Rod House
State Archivist
SHRAB Coordinator

Purpose of Idaho SHRAB Regrant Program

Idaho SHRAB regrant will serve the following purposes:

1. Facilitating the identification, inventory, and indexing of historical records.
2. Facilitate the protection, conservation, and preservation of historical records using current professional standards, and making them widely available through bibliographic networks and the World Wide Web.
3. Expand the range and number of records that are available for public access.
4. Providing leadership in funding initiatives in appraising, preserving, disseminating and providing access to documentary sources, with particular emphasis is placed on digitalization of records for access on the internet.
5. Providing professional skills and practices to those organizations that manage the records and conserve the archives relevant to Idaho's documentary history.

Regrant applications will be submitted by December 31, 2008, allowing a month for technical and SHRAB reviews. First-round projects will begin upon finalization of regrant documents. All projects must be completed within a nine months of award.

Proposals will be reviewed by an executive committee of the SHRAB to determine if:

- a. All entry questions were addressed.
- b. Proposal addresses the purpose statement
- c. All legal and supportive material is attached.

The SHRAB will appoint a committee, to provide over-sight and technical assistance pertaining to grant proposals.

Competent proposals will be reviewed and ranked by the full SHRAB. Should requests exceed funding availability the SHRAB will assign a priority rank to them.

The SHRAB would anticipate awarding grants for \$2,500.00 — \$5,000.00. This is not intended to limit applicants in applying for more or less, depending on the specifics of their program needs.

The most critical final product expected is that of a thriving archival community, linked through professional standards and a shared sense of purpose. Secondary products that are anticipated include a growing collection of information regarding well-managed collections throughout the state; empirical data regarding the training needs of archival staff; and finite identification of fiscal needs of local repositories.

This will enhance the ability of the SHRAB to articulate and obtain the resources necessary to fulfill its mandates.

Administration

Carter Wilson, the Deputy Coordinator of SHRAB will coordinate activities to provide applicants with technical assistance, in both self-assessment and the application processes; assign members of the project committee to grantees as appropriate; and monitor the outcomes. The Idaho Public Archives and Research Library can assist applicants with appropriate materials for baseline professional standards for record collections. Members of the SHRAB will have final approval and responsibility to monitor and evaluate all projects. SHRAB members may be assigned to a grantee as technical advisors as their background expertise so warrants.

The following will serve as the Executive Committee for the project:

Rod House (phone: 208-514-2316; e-mail: Rod.House@ishs.idaho.gov),

Carter Wilson (phone 208-853-7567; email: Idaho_shrab@q.com)

Steve Walker (email: snswalker@msn.com)

Tom L. Terrall (email: fterrall@adaweb.net)

Grantees will be required to provide monthly updates on program activities; quarterly financials; final report/audit to the project coordinator on a timely basis, and no later than 30 days after completion..

REQUEST FOR PROPOSALS

Questions for all Respondents

All proposals must address the following questions:

- 1) How does this project promote or increase public access to historical records?
- 2) How do these records document Idaho history and life?
- 3) What are the collaborative components of the project?
- 4) How will the outcomes of this project be sustained year to year?
- 5) Include completed and certified copy of self-assessment.
- 6) How will this project be evaluated?
- 7) How will the results of the project be made public?

Budget

You must provide a financial plan for the project. Clearly show which costs are allocated to grant funds and which will be met by cost sharing.

A second sheet demonstrating calculations and the basis for cost analysis should be attached.

Cost categories to be discussed include:

- 1) Salaries/wages or consultant fees
- 2) Fringe benefits
- 3) Supplies/material
- 4) Services
- 5) Travel/Per Diem
- 6) Other (specifically state)

Required Attachments

- 1) Written approval and demonstration of financial support of the governing board.
- 2) A self-assessment certified by the governing board.
- 3) Certifications and Assurances required by NHPRC (National Historical Publications and Records Commission). This includes the following documents:
 - a. Certification Regarding Lobbying
 - b. SF LLL – Disclosure of Lobbying Activities.
 - c. SF 424B – Assurances - Non-Construction Programs

IDAHO SHRAB RE-GRANT PROGRAM Application Guidelines

The following is intended to provide assistance to non-profit organizations, educational institutions, and local and tribal governments in developing and applying for grants to improve the status of records management and historical manuscript collections programs throughout Idaho. Projects must be Idaho based.

Grantee institutions/personnel may and are encouraged to publish results of any work supported by the grant with proper acknowledgment of SHRAB/NHPRC funds.

Introduction

Provide basic information about the applicant organization. Cite organizational authority and current tax status. Describe institutional strengths and weaknesses.

Provide a summary of records management/archives experience and collection.

Needs

Identify the existing situation(s) and challenges presented.

What is the specific need for which assistance is sought?

What is the importance of the problem in relation to your overall archives and records management program?

Program

State the objectives of your project in both quantitative and qualitative terms.

Method

Describe the technical methods to be utilized, staffing and additional resources to be applied. Describe who will do "what, when, where, why and how". Provide a project timetable.

If a consultant is to be used, describe their appropriate (or desired) credentials as well as knowledge and skills specifically required for this project. Describe why existing staff cannot accomplish this task.

If a workshop is to be attended or provided, describe how attendees will be selected, curriculum developed/attended, and "extension of knowledge" throughout your organization.

Describe final product, distribution and publicity thereof.

Benefits/outcomes

Describe how problem(s) will be resolved. Discuss how results will be sustained and/or products utilized. Discuss the type and volume of records affected and how the project improved public awareness and/or access to historical documents.

Administration

Describe staffing patterns related to this project. Attach job description or consultant scope of work statement for proposed or expanded personnel. Attach a brief resume of the project director, directly related staff, or consultant to be utilized.

Include a timeline of anticipated progress and accomplishments.

Evaluation

Describe the generally accepted archival and records management principles to be utilized in establishing your benchmarks. How will success/failure be judged?

Describe the level of public access to records before and after the project.

Describe any evaluation tools to be utilized in workshops or by your governing board should be included. This may include surveys, interviews, attendance, tests, etc.

Your proposal will be reviewed for completeness, conformity to application requirements, and relevance to SHRAB objectives. Final evaluation will include a process evaluation (proposed timetable v. actual).

Training Opportunities

The Idaho SHRAB and the Idaho Historical Society sponsor a number of workshops throughout the year in various locations across the State. Call Rod House (208) 514-2316 for additional information.

In addition, the Society of American Archivists sponsors a number of conferences and workshops across the country. You may obtain up to date information on the internet, or contact:

Society of American Archivists
17 North State Street, Suite 1425
Chicago, IL 60602-3315
tel 312/606-0722
fax 312/606-0728
toll-free 866/722-7858

<http://saa.archivists.org/Scripts/4Disapi.dll/4DCGI/events/ConferenceList.html?Action=GetEvents>

Idaho State Historical Record Advisory Board

NHPRC Regrant Simplified Project Application

Date: _____
 Applicant: _____
 Project Director: _____
 Address: _____

 Contact Phone: _____
 Federal Tax ID #: _____

For Admin Use Only
Project ID: _____
\$ _____

Title: _____
 Brief Description of Project: (Also attach a full narrative)

How does this project relate to the Idaho SHRAB goals and/or strategic plan?

BUDGET INFORMATION

	NHPRC funds	Other Sources
A. Salary and Wages	\$	\$
B. Fringe Benefits	\$	\$
C. Travel, Out-of-state	\$	\$
D. Travel, In-state	\$	\$
E. Supplies	\$	\$
F. Printing	\$	\$
G. Contractual Services	\$	\$
H. Telephone	\$	\$
I. Library Materials	\$	\$
J. Equipment	\$	\$
K. Other	\$	\$
L. TOTAL PROJECT COSTS (add lines A thru K)	\$ 0.00	\$ 0.00

Attach additional pages as needed
 ISHRAB 7/2008

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2:	Name (as shown on your income tax return) <i>City of Hailey Public Library</i>	
	Business name, if different from above <i>Hailey Public Library</i>	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶	
	<input checked="" type="checkbox"/> Other (see instructions) ▶ <i>Municipality</i>	
	<input checked="" type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <i>7 West Croy</i>		Requester's name and address (optional)
City, state, and ZIP code <i>Hailey Idaho 83333</i>		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number or Employer identification number <i>82-6000201</i>

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Rick Allen</i>	Date ▶ <i>2/10/09</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p><i>Rick Down</i></p>	<p>* TITLE</p> <p><i>MAYOR</i></p>
<p>* APPLICANT ORGANIZATION</p> <p><i>CITY OF HAYLEY</i></p>	<p>* DATE SUBMITTED</p> <p><i>2/1/09</i></p>

Standard Form 424B (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
<input type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/> * Title: <input type="text"/>
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: applicable: _____ if known: _____	
8. Federal Action Number, if known:	? N/A PER phone call	
10. a. Name and Address of Lobbying (if individual, last name, first name, initial)	forming Services (including address if No. 10a) (last name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



Idaho State Historical Records Advisory Board (SHRAB)

Serving the present and future generations of Idaho by providing expertise to encourage the preservation of historical and significant records.

Rod House, State Archivist
Idaho Public Archives and Research Library
2205 East old Penitentiary Road
Boise, ID 83712-8250
Tel: (208) 334-2620 or 514-2316 Fax: (208) 334-2626
e-mail: Rod.House@ishs.idaho.gov

A short (1 to 2 pages) written report must be submitted to the Project Coordinator at the intervals specified in the grant award letter. These intervals are usually at 3 months, 6 months, and at the completion of the project. These reports will be used to monitor the grant activity and help in preparation of reports to the federal government.

The report will consist of a "**Financial Status Report**" (form provided) and a short narrative explaining project progress and activity for the reporting period. These reports can be brief as long as they explain what project goals (as listed in your grant proposal) have been accomplished during the reporting period. The narrative should also explain whether the project is ahead, on, or behind schedule. Other information you care to furnish will be appreciated, but is not required.

Another purpose of the reports is to identify problems at an early enough stage in order to try to solve them.

Please Note: In the financial status report, you need to report the amount of matching funds spent or the amount of in-kind services used as a match to the grant funds. You will need to maintain a record of your match should it be requested by the SHRAB or by an auditor.

If you have **any** problems or questions during the course of the project, call the Project Coordinator, Rod House, (208) 514-2316.



Idaho State Historical Records Advisory Board (SHRAB)

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e-mail: Rod.House@ishs.idaho.gov

Final Project Self Evaluation

Project Title _____

Organization _____ Project Dates _____

1. Describe your project and the need it was meant to meet. Attach additional pages as needed.
2. To what extent did the project achieve the objectives stated in the original application?
(Describe any changes made from the original)
3. Attach a copy of the evaluation procedures and describe the outcome of the assessment. Include news clippings, letters, reports and reactions from the community with the overall evaluation.

4. Indicate the statement that most closely applies to the project:

Highly Successful

Moderately Successful

Limited Success

Below Expectations

Without Worth

5. Describe how you determined the success or failure of the project and any underlying causes.

6. a. The project will be continued as follows:

b. The project will not be continued because:

7. Comments:

Director Date

Project Director Date

Return this form to:

Idaho Public Archives and Research Library

Attn: Rod House

2205 East old Penitentiary Road

Boise, ID 83712-8250

ISHRAB 7/2008

Idaho State Historical Record Advisory Board

NHPRC Regrant Simplified Project Application

Date: February 17, 2009
 Applicant: Hailey Public Library/Hailey Historic Preservation Commission
 Project Director: Rob Lonning/Nancy Gurney
 Address: 7 West Croy, Hailey, Id 83333

 Contact Phone: 208-788-9654
 Federal Tax ID #: 82-0411335

<u>For Admin Use Only</u>
Project ID: _____
\$ _____

Title: Mallory Photo Collection Preservation and Digitization
 Brief Description of Project: (Also attach a full narrative)
 The project has three goals:
 1. To examine the present condition of the collection and its current organizational scheme. Make any needed changes to protect and organize the collection.
 2. Obtain the services of a qualified archivist or archival service and begin the process of digitization of the collection.
 3. Develop a system for making the collection available for view on the World Wide Web.

How does this project relate to the Idaho SHRAB goals and/or strategic plan?
 The project meets the following SHRAB goals: 1. Facilitating the identification, inventory, and indexing of historical records.
 2. Facilitate the protection, conservation, and preservation of historical records using current professional standards, and making them widely available through bibliographic networks and the World Wide Web.
 3. Expand the range and number of records that are available for public access.

BUDGET INFORMATION

	NHPRC funds	Other Sources
A. Salary and Wages	\$ 2,500.00	\$ 2,500.00
B. Fringe Benefits	\$	\$ 450.00
C. Travel, Out-of-state	\$	\$
D. Travel, In-state	\$	\$
E. Supplies	\$ 65.88	\$
F. Printing	\$	\$
G. Contractual Services	\$ 2,000.00	\$ 500.00
H. Telephone	\$	\$
I. Library Materials	\$	\$
J. Equipment	\$	\$
K. Other	\$	\$
L. TOTAL PROJECT COSTS (add lines A thru K)	\$ 4,565.88	\$ 3,450.00

Attach additional pages as needed
 ISHRAB 7/2008

Project Narrative

From 1890 through 1936, Martyn Mallory, a photographer and resident of Hailey, Idaho, created his collection of historically and artistically significant photographs. It is a one-of-a-kind pictorial essay of Idaho's first half century.

Traversing the Wood River Valley, Smokey Mountains and the Sawtooth Valley/Stanley Basin areas of central Idaho, Martyn Mallory produced a visual legacy containing a remarkable and unique compilation of photographs and negatives, numbering in the thousands. This record of people, places and activities, including such photographs as the construction of the Sun Valley Lodge and the burning of gambling tables in front of the Blaine County Courthouse, is an important documentation of Idaho's history. Several of these photographs are currently on display inside the Library and City Hall, providing a unique view of our early social and economic development, including ranching, mining, recreation and pictorial records of many individuals and their families.

It is the first goal of a collaborative project between the Hailey Public Library and the Hailey Historic Preservation Commission to update the archive and preservation of the negatives and photographs in the Martyn Mallory photograph collection appropriately and professionally. They are an historic record worthy of careful preservation, which will ensure their long term safety and will lead to simplifying and increasing public access using standard and accepted archival management practices.

Handling the original photographs and negatives is a difficult and delicate task. We are seeking financial assistance in order to achieve a level of professional management and preservation, which this outstanding collection merits.

Public access and use will be made easier for historians, biographers and collectors by the accomplishment of our second and third goals, which are to digitize all the prints and negatives, and then to present them online in a format that will be established in consultation with professional archivists.

Work is needed to archive and preserve the Mallory collection for the long term and establish a permanent and safe repository for all the prints and fragile negatives. It is a large collection and digitizing this resource will open this extraordinary record of Idaho life and history to a broader public access.

There are several volunteers interested in participating in achieving our goals, and the City of Hailey has provided room for this effort. As well, Rob Lonning, Chairman of the Hailey Historic Preservation Commission, has participated in the Archival Training, which was offered last year.

Copies of these photographs will be made available for sale. It will be a reproduction made from the digital source we will create, in cooperation with a local photographic business. Profits will go to the Hailey Public Library to provide continuing public access, a rotating display and maintenance of the collection for years to come.

Introduction

The current proposal is being submitted jointly by the Hailey Historic Preservation Commission and the Hailey Public Library. This collaborative effort has developed through the shared goals of the two organizations which centered on preservation and dissemination of the Mallory Photographic Collection.

The Hailey Historic Preservation Commission (HHPC) was formed through City of Hailey ordinance in 2004. The mission of the HHPC is to promote the historic, architectural, archeological and cultural heritage, features and qualities of Hailey and to promote the general welfare of the public of the city of Hailey through the identification, evaluation, designation and protection of those buildings, sites, areas, structures and objects, which reflect such significant heritage, features and qualities in the city of Hailey, the state or the nation. The HHPC is under the tax exempt status of the City of Hailey. The HHPC consists of volunteers appointed by the Hailey City Council. This provides both strengths and weaknesses in that the Commission members are enthusiastic advocates of the preservation of Hailey history, but are constrained by commitments to jobs, families and other service activities.

The Hailey Public Library is a public institution and non-profit organization. The Hailey Public Library is an entity authorized to receive deductible charitable contributions by virtue of IRS Code 501 (c) (1). The City of Hailey is a political subdivision of the State of Idaho, and is considered under IRS statutes, to be an instrumentality of the United States. In regards to the Mallory Photographic Collection the Hailey Public Library has limited space to house and work on this collection. Due to budget constraints the Hailey Public Library is limited in having the resources for staff with the expertise to help with the preservation of this collection. The Hailey Public Library continues to be an enthusiastic advocate of the collection. Hailey Public Library recognizes the importance of this valuable resource as a history of the valley's heritage.

The historic Martyn Mallory Photographic Collection, which is permanently housed in the Hailey Public Library, consists of about 2,500 black and white original prints, 1,500 glass plate and nitrate negatives; and a set of approximately 800 duplicate prints made from family album prints and originals that highlight the cultural history and social-economic evolution of the Wood River Valley and Sawtooth region at the turn of the century.

As described in the needs section below the Hailey Public Library staff has been managing the collection since 1994. The library staff is not trained in archive management. HHPC chair, Rob Lonning, attended a Society of American Archivist's workshop on photographic archival techniques in November 2008 in Bellevue, WA and has reviewed the present condition of the collection.

Provide basic information about the applicant organization. Cite organizational authority and current tax status.

Describe institutional strengths and weaknesses.

Provide a summary of records management/archives experience and collection.

Needs

The Mallory Collection has been stored at the Hailey Public Library (HPL) in two filing cabinets in our work room since we received it in 1994. These filing cabinets are questionable

as to being fireproof and/or waterproof thus not providing a safe environment for the collection, which includes glass negatives. In 1994 the Idaho Humanities Council (IHC) awarded HPL a grant to initially archive and preserve the collection. Again in 1996 a grant was received by IHC to create a permanent set of negatives and reproductions from glass plates and from original images to create a set of portfolios for public use.

In the 12 years since we achieved this status nothing further has been done with the collection. It has been many years since anyone has even looked at the contents of the filing cabinets. We would like to be able to hire a consultant who could evaluate the collection as to what has been done and what needs to be done, what the next steps are and assist us in making this collection more readily available to the public through digitization. Currently the collection is only viewable at the Hailey Public Library in the form of photo albums. By digitizing this collection and perhaps expanding the images available we would be able to reach out to a larger population base. Evaluation of the condition and storage of the glass negatives is also an important part of the need.

Program

Goal 1: To examine the present condition of the collection and its current organizational scheme. Make any needed changes to protect and bring the organization of the collection up to date.

Goal 2. Obtain the services of a qualified archivist or archival service and begin the process of digitization of the collection.

Goal 3. Develop a system for making the collection available for view on the World Wide Web.

Method

Goal 1: To examine the present condition of the collection and its current organizational scheme. Make any needed changes to protect and organize the collection.

Based on the techniques and procedures described in *Photographs: Archival Care and Management* by Ritzenthaler, M.L., Vogt-O'Connor, D.L., Zinkham, H., Carnell, B. & Peterson, K.A. (2002), the present condition of the collection, including the current cataloging/organizational materials, will be assessed. Co-project director Rob Lonning attended the November 2008 workshop on archiving photographic materials in Bellevue, WA, sponsored by the SAA. We also expect to enlist the services of a qualified archivist to provide guidance for this assessment. Lonning and the archivist will train project committee members and volunteers from the community who will help with the assessment process. Information about parts of the collection were originally organized using an early version *Microsoft Access* data base software. Clerical assistance will be obtained to update and complete the data base of the collection.

Goal 2. Obtain the services of a qualified archivist or archival service and begin the process of digitization of the collection.

The process of digitization will be guided by *BCR's CDP Digital Imaging Best Practices Version 2.0*. The project anticipates outsourcing the digitization due to staffing and equipment costs.

Goal 3. Develop a system for making the collection available for view on the World Wide Web. The project committee will research best practices for placing the collection on the WWW and enlist the assistance of a qualified computer expert as necessary.

The final products will include an updated inventory of the complete collection, a digital record of the collection, and a website through which the digital archive can be accessed. The website will be publicized initially through a reception sponsored by the Hailey Public Library and the Hailey Historic Preservation Commission. Ongoing publicity will be provided through signage posted in the Library and through the City of Hailey, website, which will link to the collection. Other local websites, e.g., Chamber of Commerce, Blaine County Historical Museum, etc. will be solicited to add links to the collection to increase publicity.

Anticipated timetable:

Goal 1: March-Aug.. 2009

Goal 2: June-Sept. 2009

Goal 3: Sept.-Dec. 2009

Benefits/outcomes

Project co-directors will meet regularly to discuss and solve problems. The City of Hailey office staff has offered to provide assistance as needed. Both the HPL and HHPC will regularly monitor the website and answer questions and/or resolve issues that arise from public use of the website. As stated previously the collection consists of about 2,500 black and white original prints, 1,500 glass plate and nitrate negatives; and a set of approximately 800 duplicate prints made from family album prints and originals. Currently the collection is only viewable at the Hailey Public Library in the form of photo albums. By digitizing this collection and perhaps expanding the images available we would be able to reach out to a larger population base.

Administration

The project will be managed by the co-directors working in collaboration with the consultant. The project committee, composed of members of the HHPC, library staff, and community volunteers, will conduct the collection assessment described in Goal 1 in the *Methods* section above.

Accomplishments	Completion Date
Completed update of the catalog of the collection on MS Access data base software	August 2009
Digitization of the Collection	September 2009
Functioning website allowing access to collection	December 2009

Describe staffing patterns related to this project. Attach job description or consultant scope of work statement for proposed or expanded personnel. Attach a brief resume of the project director, directly related staff, or consultant to be utilized.

Include a timeline of anticipated progress and accomplishments.

Evaluation

Describe the generally accepted archival and records management principles to be utilized in establishing your benchmarks. How will success/failure be judged?

Archival and records management principles will be based on the techniques and procedures described in *Photographs: Archival Care and Management* by Ritzenthaler, M.L., Vogt-O'Connor, D.L., Zinkham, H., Carnell, B. & Peterson, K.A. (2002). Success or failure to reach the stated goals will be judged relative to the those principles.

Describe the level of public access to records before and after the project.

Currently, the public can access the Mallory Collection by viewing photos contained in binders. The Hailey Public Library has a sign-in process and a table is used in the back room so that the person viewing the photos can be monitored.

It is the collaborative intention of the Hailey Public Library and the Hailey Historic Preservation Commission to continue its efforts to bring this collection to the public and increasing public access to it, by cataloging and digitizing all the prints and negatives and presenting them online in an appropriate format. This format will be established in consultation with a professional archivist.

Budget

	NHPRC Funds	Match	In Kind	Total
A. Salaries and Wages				
Consultant (50 hrs. @ \$50/hr)	\$2500.00	\$500.00		\$5000.00
Volunteers (200 hrs @ \$10/hr)			\$2000.00	
B. Fringe Benefits				
Consultant (15% of \$3000.00)			\$450.00	\$450.00
C. Travel, Out-of-state				
D. Travel, In-state				
E. Supplies				
Cotton Gloves (3 Dozen Pair @ \$1.83/pair)	\$65.88			\$65.88
F. Printing				
G. Contractual Services				
Digitizing (2500 prints @ \$1.00/print)	\$2000.00	\$500.00		\$2500.00
H. Telephone				
I. Library Materials				
J. Equipment				
K. Other				
Total Project Costs	\$4565.88	\$1000.00	\$2450.00	\$8015.88

Consultant Scope of Work Statement

Strategy:

The project is designed to make the Mallory Photo Collection more accessible to the public.

Products:

A revised organizational scheme of the collection.

A digital record of the collection.

A working website allowing access to the collection.

Scope Management:

The project directors will coordinate the decision making process with the consultant to ensure any needed changes will be incorporated into the final products.

Resume

Robert A. Lonning
415 S. 2ND Ave.
Hailey, Id 83333

VOLUNTEER WORK EXPERIENCE

Hailey Historic Preservation

Chair

2006-2008

Secretary

2004-2006

PROFESSIONAL WORK EXPERIENCE

Associate Professor of Education

Department of Curriculum and Instruction

Science Education (K-12)

UNIVERSITY OF CONNECTICUT

1997 - 2003

Assistant Professor of Education

Department of Curriculum and Instruction

Science Education (K-12)

UNIVERSITY OF CONNECTICUT

1991 - 1996

EDUCATION

Ph.D. in Science Education

UNIVERSITY OF MINNESOTA

1991

M.Ed. in Science Education

UNIVERSITY OF MINNESOTA

1984

B.S. in Earth Science (Broad Field)

WINONA STATE UNIVERSITY

1971

DISCIPLINED INQUIRY

Publications

Lonning, R.A., DeFranco, T., & Weinland, T. (1998). Development of Them-based, Interdisciplinary, Integrated Curriculum: A Theoretical Model. School Science and Mathematics 98 (6), 312-319.

Lonning, R.A., and DeFranco, T., (1997). Integration of Science and Mathematics: A Theoretical Model. School Science and Mathematics 97 (4), 212-214.

Lonning, R.A., and DeFranco, T., (1994). Development and implementation of an integrated mathematics/science preservice elementary methods course. School Science and Mathematics 94 (2).

Lonning, R. A. (1993). Effect of cooperative learning strategies on student verbal interactions and achievement during conceptual change instruction in tenth-grade general science. Journal of Research in Science Teaching, 30(9), 1087-1101.

Markow, P. G., and Lonning, R. L. (1998). Usefulness of concept maps in college chemistry laboratories: students' perceptions and effects on achievement. Journal of Research in Science Teaching, 35(9), 1015-1029.

Lawrenz, F., and Lonning, R. (1991). Review of Complimentary Methods for Research in Education, Evaluation Practice, 12(2): 177-179

Research Grants

Co-Principal Investigator, "Enhancement of the Professional Development Center," Connecticut School Improvement Initiative Grants, Connecticut SDE, 1995-1996, \$35,000.

Co-Principal Investigator, "Center for Technology Education to Advance Math and Science," Project CONNSTRUCT, Connecticut Academy for Education in Mathematics, Science & Technology, 9/01/95-7/31/96, \$19,845.

Lonning, R., "UConn/East Hartford PDC Interdisciplinary Curriculum Student Teaching Enhancement Project," Project CONNSTRUCT, Connecticut Academy for Education in Mathematics, Science & Technology, 9/01/94-8/31/95, \$16,000.

Lonning, R., "UConn/Coventry PDC Student Teaching Enhancement in Science and Mathematics," Project CONNSTRUCT, Connecticut Academy for Education in Mathematics, Science & Technology, 9/01/93-6/30/94, \$23,300.

Lonning, R., "Manchester/UConn Co-teaching Project," Project CONNSTRUCT, Connecticut Academy for Education in Mathematics, Science & Technology, 9/01/92-6/30/93, \$3,000.

DeFranco, T. and Lonning, R., "Integrated Elementary Mathematics and Science Methods Course," Project CONNSTRUCT, Connecticut Academy for Education in Mathematics, Science & Technology, 9/01/92-6/30/93, \$3,000.

DeFranco, T. and Lonning, R., "Integrated Dialog Project," Project CONNSTRUCT, Connecticut Academy for Education in Mathematics, Science & Technology, 1991-1992, \$40,000.

Lonning, R., "Conceptual Change research - Phase I." University of Connecticut Research Foundation, 11/01/91-10/31/92, \$808.

AGENDA ITEM SUMMARY

DATE: 02/23/2009 **DEPARTMENT:** Library **DEPT. HEAD SIGNATURE:** LeAnn Gelskey

SUBJECT

Hailey Public Library would like to remove the fee for computer use by non-residents as approved by the Hailey Public Library Board on February 10, 2009.

AUTHORITY: ID Code IAR _____ City Ordinance/Code _____

BACKGROUND:

The Hailey Public Library Board approved the removal of the \$2.00 fee for computer use by non residents. This charge was revoked to promote public access to the library. In travels to other cities we have observed their internet policy and have found that most libraries offer this service free to the public. Also, our statistics show that more people are choosing the free fifteen minute access computer instead of paying for a two hour time slot. The Board also approved to no longer offer five sheets of paper free with a computer sign in. The board passed policy that each sheet of paper that is printed will be charged ten cents per sheet to offset printer costs.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

Budget Line Item # __100-00-32257 YTD Line Item Balance \$6361.79

The Hailey Public Library collects approximately \$1500.00 a year income from computer fees. This income would be offset by our new debt collection policy. In the past we had no means of collecting overdue fines or charges for lost books, now we work with a collection agency in collecting these fees.

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:

Propose to approve the authorization of the Hailey Public Library board to remove the fee for computer use for non-residents.

FOLLOW UP NOTES:

AGENDA ITEM SUMMARY

DATE: 02/18/2009 DEPARTMENT: Treasurer

DEPT. HEAD SIGNATURE: _____

SUBJECT:

COBRA ADMINISTRATIVE SERVICES AGREEMENT

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Attached is an Agreement between A.W.Rehn and Associates establishing terms and conditions for the provision of COBRA (continuation of coverage) for exiting employees. Apparently this agreement was not signed in 2007 when we began working with Moloney+O'Neill for our Group Health coverage. This is a housekeeping issue; we have been using A.W. Rehn for COBRA administration since April 1, 2007 without charge. Rehn invoices Moloney+O'Neill and sends copies of notices to us for our files.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ -0- _____ 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	____ 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:

Mayor Davis is to sign all contracts.

FOLLOW-UP REMARKS:

*

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is made and effective this first day of 12/1/2008 by and between CITY OF HAILEY., hereinafter referred to as the "Client", and A.W. Rehn & Associates, Inc., hereinafter referred to as the "Administrative Firm."

1.0 PURPOSE OF CONTRACT

- 1.1 The purpose of this contract is to establish the terms and conditions upon which the Administrative Firm will provide the Client with administrative services for the operation of its health care continuation coverage per the requirements under the Consolidated Omnibus Budget Reconciliation Act (COBRA), as may be amended. Client's health care coverage plan is hereinafter referred to as the "Plan." The Client agrees to compensate the Administrative Firm in accordance with the terms of this Agreement for the performance of such services.

2.0 SERVICES

- 2.1 The Administrative Firm agrees to provide the following services, and as further described in EXHIBIT 1, COBRA ADMINISTRATION:
- b) Upon receipt, via mail or facsimile ("fax"), of a COBRA Event Transmittal Form, as shown in EXHIBIT 2, from the Client notifying the Administrative Firm of the occurrence of a qualifying event under COBRA, the Administrative Firm shall provide administrative services for each qualified beneficiary identified. Such services shall include, but not be limited to, providing all notices to qualified beneficiaries on a timely basis, as required under COBRA, and undertaking to complete or notify Client of all other administrative functions required under COBRA including tasks relating to enrollment, processing changes and reporting and termination of COBRA coverage.
 - b) Provide reports to the Client of notifications mailed with attached copies of the individual notifications. It is the responsibility of the Client to verify, from the copies of the individual notifications, that (i) all COBRA Event Transmittal Forms were received by the Administrative Firm; and (ii) corresponding notices to beneficiaries were sent by the Administrative Firm.
 - c) Monitor time limitations for beneficiaries to respond to election forms and if continuation of Plan coverage under COBRA is elected, provide a billing statement to beneficiaries for monthly premiums.

- d) Process monthly billings from enrolled beneficiaries, allowing a 30-day grace period from the first of the month for which the beneficiary is being billed.
 - e) Provide monthly reports to the Client on payments received from beneficiaries.
 - f) Collect monthly premiums from enrolled beneficiaries and submit such premiums directly to the appropriate insurance company(ies) to ensure no lapse in coverage .
 - g) If applicable, provide beneficiaries with notification of conversion rights.
 - h) Handle inquires from beneficiaries regarding the operation of the Plan.
- 2.2 It is the responsibility of the Client to provide Plan premium information to the Administrative Firm annually or as soon as any changes occur. Upon receipt from Client of notice of a change in the insurance companies and/or a change in the Plan, the Administrative Firm will provide a beneficiary address label listing to the Client to mail enrollment or Plan change information to the COBRA beneficiaries.

3.0 RECORDS AND DOCUMENTS

- 3.1 All books, records, forms, lists of names, plates, seals, passbooks, journals, ledgers and all other recorded information and documents incident to the administration of the Plan are and shall remain the property of the Client.
- 3.2 All data stored on data processing media pertaining to the Plan is the property of the Client. In the event of termination of this Agreement, the Administrative Firm will provide to the Client a print-out of the data processing media at no charge to the Client. Further, the Administrative Firm will, at the option of the Client, assist the Client or its designees in identifying, understanding and decoding said information and data and, in such a circumstance the Administrative Firm will be paid a reasonable hourly rate for its time in providing such assistance.
- 3.3 All systems or programs developed by the Administrative Firm shall remain the property of the Administrative Firm.
- 3.4 The Administrative Firm will present to the Client or their designees all records and documents that are the property of the Client upon termination of this Agreement.

4.0 BOND INSURANCE AND INDEMNIFICATION

- 4.1 The Administrative Firm agrees to maintain in force a fidelity bond in the amount of at least \$500,000.00 on each of its employees involved with the performance of services under this Agreement.
- 4.2 The Administrative Firm agrees to indemnify and hold harmless the Client and related entities from any loss, cost or expense claimed by third parties for damages caused solely by the negligence or willful misconduct of the Administrative Firm, its employees or agents in connection with the services to be performed by the Administrative Firm under the terms of this Agreement. The Client agrees to indemnify and hold harmless the Administrative Firm from any loss, cost or expenses claimed by third parties for damages caused solely by the negligence or willful misconduct of the Client; its employees, or agents in connection with the obligations of the Client under the terms of this Agreement. If the negligence or willful misconduct of both the Administrative Firm and the Client (or a person identified above for which each is liable) is a cause of such damage or injury, the loss, cost of expenses shall be shared between the Administrative Firm and the Client in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply to such proportion. These indemnification rights and obligations shall survive the termination of this Agreement.

5.0 CONTRACT DURATION AND FEES

- 5.1 This Agreement shall be for an initial term of one (1) year and shall renew from year to year thereafter unless terminated by either party pursuant to the provisions of Article 6.0 of this Agreement.
- 5.2 Payment shall be made to the Administrative Firm by the Client within 60 days of receipt of the Administrative Firm's invoice for services rendered.
- 5.3 The Administrative Firm's fees for services performed under this Agreement shall be \$22.00 for each notification letter sent to a qualified beneficiary. Additionally, the Administrative Firm will retain the additional fee that is added to the actual premium cost for an enrolled beneficiary, as allowed by COBRA.
- 5.4 For additional or reduced services requested by the Client, additional or reduced compensation shall be agreed upon by the parties.

6.0 TERMINATION

- 6.1 This Agreement may be terminated at any time by either party serving written notice of termination at least 30 days prior to the termination date.

7.0 MISCELLANEOUS

- 7.1 The validity, interpretation and performance of this Agreement shall be controlled and construed according to the laws of the state of Washington.
- 7.2 If a dispute arises out of or relates to this Agreement, or its breach, and the parties have not been successful in resolving the dispute through direct negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of a party, to mediation by the American Arbitration Association ("AAA"). Each party shall bear its own expenses and an equal share of the expenses of the mediator and, if applicable, the fees of the AAA. The parties, their representatives, other participants and the mediator shall hold the existence, content and result of the mediation in confidence. If such dispute is not resolved by such mediation, the parties shall have the right to resort to any remedies permitted by law. All such defenses based on the passage of time are suspended upon submitting the dispute to the mediator and during the mediation. Nothing in this Section 7.2 shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation. A request by a party to a court for injunctive relief shall not be deemed a waiver of the obligation to mediate.
- 7.3 This Agreement constitutes the entire agreement between the parties. No modifications shall be effective unless in writing and executed by both parties. If any provision is declared unenforceable or becomes illegal, both parties will be relieved of all obligations arising under such provision, but the remainder of the Agreement will not be affected by such declaration or finding.
- 7.4 The parties hereto specifically agree to observe all federal, state and local laws, ordinances and regulations to the extent that they may have any bearing on either party's performance of services or obligations under the terms of this Agreement. The Administrative Firm specifically warrants that all of its services and activities provided for under this Agreement shall be in compliance with the requirements of COBRA provisions, as now or as hereinafter enacted.
- 7.5 The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.
- 7.6 This Agreement contains all terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 7.7 The Client hereby appoints the Administrative Firm as its agent for the sole purpose of providing the services as defined this Agreement.

- 7.8 All notices between Client and Administrative Firm called for or provided for in this Agreement shall be in writing and must be delivered on either of the parties either personally, by fax, or by certified mail return receipt requested, sent to the parties at their respective addresses referenced below. Notices sent by fax shall be deemed delivered on the date of a transmittal confirmation report from the sender's fax machine. Notices sent by certified mail shall be deemed delivered three days after being deposited in the United States mail, postage prepaid.
- 7.9 No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.
- 7.10 In the event of any dispute between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs and/or arbitration costs in addition to all other relief to which the party may be entitled by law.

Accepted:

CITY OF HAILEY

Signature

Name & Title

Date _____

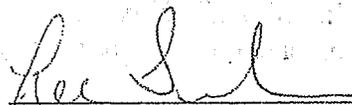
Address:

Fax #: _____

Tax Identification Number: _____

Accepted:

A.W.Rehn & Associates, Inc.



Signature

Lee C Teichmer
Vice President

Date 2-2-09

Address:

1322 N Post St.
Spokane, WA 99201
Fax #: 509-535-7883

City of Hailey Planning Department

MEMORANDUM

TO: Hailey City Council and Mayor
FROM: Mariel Platt, Planner
RE: EPA CARE Grant
DATE: February 23, 2009

Community Action for a Renewed Environment (CARE) is a competitive grant program that offers an innovative way for a community to organize and take action to reduce toxic pollution in its local environment. Through CARE, a community creates a partnership that implements solutions to reduce releases of toxic pollutants and minimize people's exposure to them. By providing financial and technical assistance, EPA helps CARE communities get on the path to a renewed environment.

- The Community Action for a Renewed Environment (CARE) program is a competitive grant program that offers communities an innovative way to address the risks from multiple sources of toxic pollution in their environment.
- Through CARE various local organizations, including non-profits, businesses, schools and governments create partnerships that implement local solutions to reduce releases of toxic pollutants and minimize people's exposure to them.
- CARE educates and supports communities by helping them assess the pollution risks they face. We provide access to EPA's and other voluntary programs to address local environmental priorities and improve the environment through local action.
- CARE has provided financial assistance by funding cooperative agreements with communities annually since 2005.

Goals of the CARE Program:

- Reduce exposures to toxic pollutants through collaborative action at the local level.
- Help communities understand all potential sources of exposure to toxic pollutants.
- Work with communities to set priorities for risk-reduction activities.
- Create self-sustaining, community-based partnerships that will continue to improve the local environment.

More information can be found at the following website: <http://www.epa.gov/CARE/>

Opportunity for City Involvement

The County is in the process of applying for the CARE grant and has asked the City of Hailey, in conjunction with other local government, non-profit, and for profit organizations, to collaborate in a partnership to meet goals of the CARE program. The County is not requesting any commitments at this time, only support and partnership. If the Council would like the City of Hailey to participate in this collaborative effort, there is flexibility built into the grant to allow the varying partners to participate at different levels based on their capacity for involvement.

At this time, HELP is recommending that the Council gives consent for the Mayor to sign the attached letter of support, which in no way binds the City to participate in the grant. In addition, HELP is seeking your direction as to whether you would like the City to participate in the collaborative efforts, as a CARE partner.

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333
(208) 788-4221
Fax: (208) 788-2924

February 23, 2009

To: EPA CARE Grant Application Review Committee

Re: Blaine County, ID CARE Application

Dear Review Committee:

In response to the need for Blaine County, Idaho, to build a collaborative decision-making team, formed for the purpose of identifying environmental risks, assigning priorities to those risks, and developing effective, voluntary strategies for managing, minimizing and/or eliminating such risks, please accept this statement of support from the City of Hailey, Idaho.

Toward the efforts of the core group working to pursue and act on this EPA CARE grant focused on improving the environmental quality of Blaine County's land, water and air, we support Blaine County's efforts to protect resources for all who live, work and play in this beautiful part of central Idaho.

It is our fervent hope that the EPA CARE Grant Review Committee will consider the importance of preserving the natural resources in this diverse County. While sparsely populated, the area serves a broad range of tourists from all over the world who come to enjoy skiing, bicycling, camping, hiking, fly fishing and other outdoor activities and events in one of the most pristine natural environments in the world. Additionally, the county also serves a number of farmers and ranchers, as well as the cities of Sun Valley, Ketchum, Hailey, Bellevue and Carey.

Thank you for allowing us the opportunity to be considered for this most helpful and timely award.

Respectfully,

Mayor Rick Davis
City of Hailey

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this ____ day of February, 2009, by and between the City of Hailey ("City") and Becki Keefer ("Contractor").

RECITALS

A. City is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into a contract for services with Contractor.

B. Becki Keefer is an individual doing business as Contractor in Blaine County, Idaho and who wishes to work for the City as a temporary Planning Department Support Technician.

C. Subject to the terms and conditions set forth herein, the parties hereto are desirous of entering into an independent contractor agreement with Contractor providing services as a temporary Planning Department Support Technician.

AGREEMENT

In consideration of the mutual covenants and promises, which the parties set forth below, City and Contractor agree as follows:

1. Work. City hereby engages Contractor and Contractor hereby accepts the engagement to perform the tasks described in paragraph 3 of this Agreement for City subject to the terms and conditions of this Agreement.

2. Term. This Agreement shall have a term of two (2) consecutive months and shall commence on February 15, 2009, and terminate on April 15, 2009.

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INDEPENDENT CONTRACTOR AGREEMENT/1

any health insurance, life insurance, disability insurance, or other such fringe benefits, such as sick leave, vacation time or compensatory time. City is not responsible to withhold from Contractor's compensation amounts for federal and state income tax, FICA or Medicare.

5. Termination.

5.1 Termination by City. The parties agree that this Agreement may be terminated by City without "cause" at any time upon ten (10) days' notice to Contractor.

5.2 Termination by Contractor. The parties agree that this Agreement may be terminated by Contractor without "cause" at any time upon ten (10) days' notice to City.

6. Relationship. The parties agree that their relationship is an independent contractor relationship, and not 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 City: City Clerk
 Hailey City Hall
 115 Main Street South
 Suite H
 Hailey, Idaho 83333

If to Contractor: Becki Keefer
 P.O. Box 2115

INDEPENDENT CONTRACTOR AGREEMENT/3

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contract

Agreement as of the _____ day of February, 2009.

“CITY”

CITY OF HAILEY, a political subdivision
of the State of Idaho

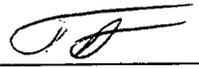
By _____
Rick Davis, Mayor

“CONTRACTOR”

Becki Keefer

INDEPENDENT CONTRACTOR AGREEMENT/5

AGENDA ITEM SUMMARY

DATE: 2/23/09 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Authorize the Mayor to sign a sewer easement agreement with Silver Sour Development, Corp on Lot 1, Block 9 of Woodside Plat 27.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

During the platting of Woodside Subdivision 27 a section of sewer mainline was left without an easement across Lot 1, Block 9. The developer, Silver Spur Development is providing the City of Hailey with an access easement for this sewer line.

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

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date _____

City Clerk _____

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

FEB 17 2009

SEWER UTILITY EASEMENT AGREEMENT

MHC

This Sewer Utility Easement Agreement ("**Easement Agreement**") is made this 10 day of February, 2009, by and between Silver Spur Development, Corp., an Idaho corporation ("**Grantor**") and City of Hailey, Idaho ("**Grantee**").

RECITALS

A. Grantor is the owner in fee simple of a parcel of property located in the City of Hailey, Idaho, more particularly described as Lot 1 in Block 9 of Woodside Subdivision No. 27, Phase 2 Amended, according to the official plat thereof, recorded as Instrument No. 486712, records of Blaine County, Idaho ("**Servient Estate**").

B. Grantee is a body politic and corporate and has the power and authority to own and hold interests in real property.

C. A public sewer line presently exists on the Servient Estate. Grantors and Grantee desire to establish a sewer utility easement at the location of the existing sewer line, under and across the Servient Estate to enable the Grantee to use the easement for sewer utility purposes.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easements. Grantor hereby grants and conveys to Grantee, and its successors and assigns, a non-exclusive fifteen foot (15') sewer utility easement over, across and under the Servient Estate in the location more particularly described in attached **Exhibit "A"** and depicted in attached **Exhibit "B"** ("**Easement Premises**").

2. Use and Purpose. The Easement Premises may be used for operation, improvement, repair, replacement and maintenance of the public sewer line within the Easement Premises, and access thereto.

3. Hold Harmless and Indemnification. The Grantee hereby indemnifies, defends and holds Grantor harmless from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs and expenses, and any and all damages to persons or property, connected with the use of the sewer utility easement described herein.

4. Successors and Assigns. All provisions of this Easement Agreement, including the benefits and burdens, run with the land covered hereby and are binding on and inure to the benefit of the heirs, permitted assigns, permitted successors, tenants and personal representatives of the parties hereto.

5. Recordation of Instrument. The parties agree that this Easement Agreement may be duly recorded by Grantors.

6. Miscellaneous Provisions.

a. Headings. The headings in this Easement Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Easement Agreement or any provision hereof.

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

c. Remedies. The rights and remedies provided by this Easement Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

d. Amendment. This Easement Agreement may be amended only in writing signed by the all of the parties.

e. Attorneys Fees. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorney's fees and costs as may be determined by any court of competent jurisdiction wherein such action is brought, and on appeals and in bankruptcy proceedings.

f. Entire Agreement. This Easement Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matter.

g. Governing Law. This Easement Agreement shall be construed in accordance with the laws of the State of Idaho.

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

i. Presumption. No presumption shall exist in favor of or against any party to this Easement Agreement as the result of the drafting and preparation of the document.

j. Authority. Each signatory agrees that he or she has full authority and consent to sign this Easement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement the day and year written herein.

GRANTOR

Silver Spur Development, Corp., an Idaho corporation

By Richard L. Castle, President
Richard L. Castle, its president

GRANTEE

City of Hailey, a political subdivision of the State of Idaho

By: _____
Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

"EXHIBIT A"

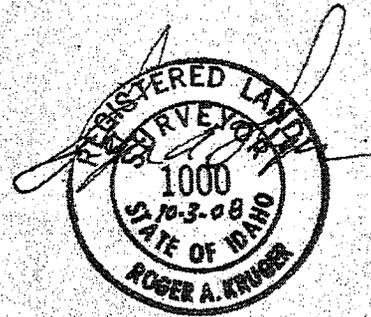
A 15.00 foot wide easement for the maintenance of a public sanitary sewer line located in Lot 1, Block 9, "Woodside Subdivision No. 27, Phase 2 Amended", records of Blaine County, Idaho; being more particularly described by centerline as follows:

Commencing at the Northwest corner of said Lot 1. Thence North $89^{\circ}55'22''$ East 27.01 feet along the North boundary of said Lot 1 to the REAL POINT OF BEGINNING of the centerline of said 15.00 foot wide easement.

Thence South $08^{\circ}37'10''$ East 42.91 feet.

Thence South $20^{\circ}25'20''$ East 58.30 feet to a point on the Westerly boundary of said Lot 1, and being the ending point of the centerline of said 15.00 foot wide easement.

Said ending point lies South $29^{\circ}00'13''$ East 110.94 feet from the Northwest corner of said Lot 1.



"EXHIBIT B"

