

Welcome to tonight's City Council meeting!

The elected officials of the City of Bonners Ferry are appreciative of an involved constituency. Testimony from the public is encouraged concerning issues when addressed under the Public Hearing portion of the agenda. Any individual who wishes may address the council on any issue, whether on the agenda or not, during the Public Comments period. Normal business will preclude public participation during the business portion of the meeting with the discretion left to the Mayor and Council. Special accommodations to see, hear, or participate in the public meeting should be made at City Hall within two days of the public meeting.

Vision Statement

Bonnors Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life.

**AGENDA
CITY COUNCIL MEETING
Bonnors Ferry City Hall
7232 Main Street
267-3105
May 7, 2019
6:00 pm**

PLEDGE OF ALLEGIANCE

GUEST

PUBLIC COMMENTS

Each speaker will be allowed a maximum of five minutes, unless repeat testimony is requested by the Mayor/Council

PUBLIC HEARING

Golf Course Fee Increases

REPORTS

Police/Fire/City Administrator/City Engineer/Economic Development Coordinator/Urban Renewal District/SPOT

CONSENT AGENDA – {action item}

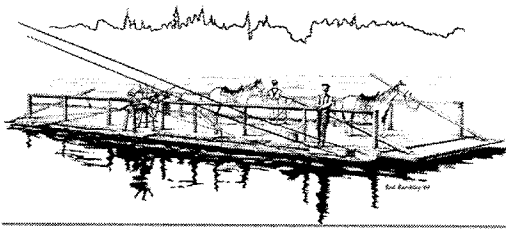
1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the April 16, 2019 Council meeting minutes, April 25, 2019 Special Council meeting minutes, April 29, 2019 Special Council meeting minutes

OLD BUSINESS

NEW BUSINESS

4. Golf – Adopt Resolution 2019-05-07 for Golf Fees (attachment) {action item}
5. Electric – Consider Bonneville Power Administration Contract Amendment (attachment) {action item}
6. Electric – Consider Approval of Change Order Request #1 from Knight Construction for the Silt Removal Project (attachment) {action item}
7. Electric – Consider Approval of Pay Request #1 from Knight Construction for the Silt Removal Project (attachment) {action item}
8. Pool – Consider Approval of Pay Request #3 from BF Builders for the Pool Reconstruction Project (attachment) {action item}
9. Pool – Consider Approval of Pay Request #9 from Panhandle Area Council for the Pool Reconstruction Project (attachment) {action item}
10. Golf – Consider Renewal of Toro Irrigation Support Plan
11. City – Consider Proposal from Northwest Elevator and Authorize the Mayor to Sign the Contract Pending Legal Review (attachment) {action item}
12. City – Consider Approval of Safety Directive Policy (attachment) {action item}
13. City – Consider Approval of High 5 Expenditures for High School Bike Racks, BOCO Backpacks and Little Free Gardens (attachment) {action item}
14. City – Consider Approval of High 5 Expenditure for Capital Purchase of Splash Pad (attachment) {action item}

ADJOURNMENT



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator *LMA*
DATE: April 29, 2019
RE: Golf Course Fee Hearing (attachments)

Based on comment and feedback at the April 15th Council meeting, staff published in the Bonners Ferry Herald the notice for fee increase hearing.

Idaho Code provides for the statutory requirements of publishing and holding fee increase hearings (I.C.63-1311). In accordance with Idaho Code, the fee increase hearing was published both April 25th and May 2nd paper. Staff has attached the publication that was printed in the paper which also includes the reasoning for the fee increase.

Additionally, staff placed the notice and PDF of the fee increase on the city website for the public to view.

Section of Idaho Code 63-1311 on notification requirements:

An advertisement used to satisfy the requirements of this section shall be run once each week for the two (2) weeks preceding the week during which the hearing required by this section will be held. The advertisement shall state that the taxing district will meet on a certain day, time and place fixed in the advertisement, for the purpose of hearing public comments regarding any proposed fee increase beyond the limits prescribed by this section, or imposition of a new fee and to explain the reasons for such action.

Based on the statutory requirements being fulfilled, the City Council may hold the public hearing and receive public input on the fees and then may deliberate towards a decision on the matter.

Please let me know if you have any questions.

2019 Mirror Lake Golf Course DRAFT Fees

* Season Passes					
	Fee	Total Fee	Increase/decrease	Total Adjusted Cost	
	\$ 400.00	\$ 424.00	6%	\$	24.00
****	Golf Adult Season plus junior(s)	\$ 450.00	\$ 477.00	New	
	Couples Pass	\$ 700.00	\$ 742.00	6%	\$ 42.00
****	Golf Family Season Pass	\$ 750.00	\$ 795.00	6%	\$ 45.00
**	One child 17 and under play for free per paying adult				
* Adult					
	Fee	Total Fee	Increase/decrease	Total Adjusted Cost	
	\$ 200.00	\$ 212.00	6%	\$	12.00
	\$ 300.00	\$ 318.00	6%	\$	18.00
	\$ 162.00	\$ 171.72	6%	\$	9.72
	\$ 225.00	\$ 238.50	6%	\$	13.50
	\$ 18.00	\$ 19.08	6%	\$	1.08
	\$ 20.00	\$ 21.20	6%	\$	1.20
	\$ 25.00	\$ 26.50	6%	\$	1.50
	\$ 27.00	\$ 28.62	6%	\$	1.62
* Junior					
	Fee	Total Fee	Increase/decrease	Total Adjusted Cost	
	\$ 150.00	\$ 53.00	-65%	\$	(97.00)
	\$ 25.00	\$ 26.50	New		
	\$ 5.00	\$ 5.30	-47%	\$	(4.70)
	\$ 9.00	\$ 9.54	-32%	\$	(4.46)
***	High School Golf Team Player plays for free during golf season				
**	One child 17 and under play for free per paying adult				
* Other					
	Fee	Total Fee	Increase/decrease	Total Adjusted Cost	
	\$ 5.00	\$ 5.30	6%	\$	-
	\$ 75.00	\$ 79.50	6%	\$	-
	\$ 200.00	\$ 212.00	33%	\$	62.00
	\$ 250.00	\$ 265.00	20%	\$	15.00

* Taxes are owed on all established fees

** Pertains to one (1) child per paying adult; additional children pay at junior rates

*** Students may be subject to providing proof of team membership

**** Pass holder is required to list all family members at the time the season pass is purchased (Proposed)

Notice
Fee Increase Hearing

The City of Bonners Ferry will meet on May 7, 2019 at 6:00 p.m. in the City Hall Council Chamber, 7232 Main Street, Bonners Ferry, Idaho, for the purpose of taking public testimony regarding the increased fees listed below and to explain the reasons for such fees or increases. The following items will be considered:

1. Golf Course Rates/Fees: The City will consider adding 6% fees increase overall golf course fees. With the new fee increase the City will charge tax to the current established rates, where currently it is taken from the rates. The purpose of the rate increase is to cover operation and maintenance and capital costs associated with the city golf course.
2. Golf Course Shed Rental Rates: The City will consider raising golf shed A&B rental rates from \$150.00 to \$200.00, plus tax and golf shed C rentals from \$210.00 to \$250.00, plus tax. The purpose of the rate increase is to cover operation and maintenance and capital costs associated with the city golf course.
3. Golf Course New Fees: The City will consider adding the following new rates to the city golf course rate structure.
 - a. Adult Season Pass plus Juniors- \$450.00, plus tax. This rate will allow season pass holders to buy an adult season pass and add juniors to the pass for an additional \$50.00, plus tax. The purpose of this rate is to allow single parents to purchase a season pass and provide identified juniors on the pass to play along with the adult.
 - b. High School Golf Team Season Pass- \$25.00, plus tax. The purpose of this rate is to allow youth to play on the golf team and pay a reduced rate for the remainder of the golf season.

A copy of the new draft fee structure can be viewed at City Hall during business hours. Additionally, the City will place the draft fee structure on the City website for viewing as well. Any person requiring a special accommodation due to a disability condition should contact the Bonners Ferry City Clerk at (208) 267-3105. This contact should be made at least two days prior to the hearing.

Please publish: April 25, 2019
 May 2, 2019

Minutes
CITY COUNCIL MEETING
Bonnars Ferry City Hall
7232 Main Street
267-3105
April 16, 2019
6:00 pm

Mayor David Sims called the Council meeting of April 16, 2019 to order at 6:00 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Administrator Lisa Ailport, City Engineer Mike Klaus, Police Chief Brian Zimmerman, Fire Chief Dave Winey, Economic Development Coordinator Dennis Weed, Contract Attorney Will Herrington and Clerk/Treasurer Christine McNair. Members of the public present were: Marty Martinez, Jerry Higgs, Marciavee Cossette, Sue Larson, Dave Gray, Eric Lederhos, Valerie Surprenant, Matt Surprenant, Dorian Komberec, Nancy Maible, Denise Crichton, Carolyn Testa, Julie Williams and Ralph Lotspeich.

PLEDGE OF ALLEGIANCE

GUEST

PUBLIC COMMENTS

Each speaker will be allowed a maximum of five minutes, unless repeat testimony is requested by the Mayor/Council

PUBLIC HEARING

Review of the Pool Reconstruction Project

Mayor Sims opened the public hearing for Review of the Pool Reconstruction Project at 6:31 pm.

Dorian Komberec from Panhandle Area Council gave the presentation. The construction contract was awarded to BF Builders on September 6, 2018. The preconstruction meeting was held October 30, 2018. The notice to proceed was signed on November 8, 2018. Construction for the pool reconstruction project began on November 9, 2018. BF Builders completed construction of the pool walls in December 2018. The Natore Corporation completed the installation of the skimmer system on March 5, 2019. BF Builders has poured concrete around the pool. Mike Klaus said the completion is at 95%. The re-design for the bath house is in the process and the reconstruction for the bath house will happen in fall 2019. Dorian reviewed the budget. Dorian is hoping the grant paperwork will be closed out by November 2019. Sue Larson asked if the pool will be open this summer. Lisa said it will be. Dave Gray said he is very happy to see the improvements to the pool.

Mayor Sims closed the public hearing at 6:40 pm.

REPORTS

Police Chief Brian Zimmerman said there were 24 people treated at the hospital for opioid overdose and three opioid deaths last year. About three weeks ago he applied for a grant for Narcan and received 20 doses of nasal spray. There are no negative effects for someone that is not in the stages of overdose. The doses cost \$300.00 - \$500.00 to buy on our own.

Fire Chief Dave Winey said they did a preliminary burn on the dike. It was semi-successful. The fire department will try another way. There were four fire fighters that attended an advanced extrication training. Julie Williams recommended using goats to clear the dike.

City Administrator Lisa Ailport recognized Adam Isaac for his work on the silt removal project. Adam was able to fix the road by the Moyie Dam.

City Engineer Mike Klaus said the Gateway Entry sign has only one pour left, which will be done tomorrow. The patio project for the golf course was started yesterday, but the ground is very wet. As of last Friday, there has been 5200 yards of silt removed at the Moyie Dam. Mike said Adam Isaac compacted the rock that was put on the road, to make it possible for work to continue. Adam Arthur asked if there has been any turbidity issues. Mike said there has not. The background turbidity level range has been between 2 – 5 NTUs and the highest level on the discharge end has been 9 NTUs.

Economic Development Coordinator Dennis Weed said Sue Ireland gave a presentation at the advisory meeting about the Kootenai River Restoration. Bill Jhung will be giving another class May 15, 2019. Dennis said the Visitor's Center is fully stocked and staffed. He is hoping to get three or four new volunteers every year to ensure coverage during the summer months.

Mayor Sims said the Urban Renewal Agency met and tasked City staff to develop a list for projects in the new Urban Renewal areas.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the March 27, 2019 Special Council meeting minutes, April 2, 2019 Council meeting minutes

Adam Arthur moved to approve the consent agenda. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.

OLD BUSINESS

4. City – Discuss 25% Match Funds for the Gateway Entry Sign (attachment) {action item}
Lisa Ailport said the 25% match funds may need to be paid due to the small amount of work that City employees can do on the project. Lisa recommends using timber dollars to pay for it.

5. Golf – Consider Golf Course Fees (attachment) {action item}
Lisa Ailport said she looked regionally to compare golf course fees and found the current fee structure is in-line with what the community can afford. Lisa is recommending to add sales tax to the fees. The individual tee time, discount punch cards and season passes are the most purchased items. Lisa is interested in reducing the junior rates to encourage more youth to play golf. Child 17 and under playing with a paying adult the first youth will play for free and the additional youth will pay \$5.00. The golf shed rate changes were recommended by the golf committee.

Mayor Sims said most of the season passes have been purchased and the golf shed leases have been paid also. Mayor Sims feels it is important to get more kids playing golf. Ron suggested 17 years old or still in high school. Ralph has two sessions for the junior program each summer. About 40-50 kids attend the program. Julie said reducing the rates for junior golfers will be a significant impact on the revenue. Mayor Sims said he feels it is important to get more kids to play golf, so that there will be more adults playing golf in the future. Valerie asked if it possible to track the youth with the new system that is being used. Julie said that is possible.

Will suggested rounding the fees down to any even dollar amount. Lisa said the fees will stay the same, it will just be plus tax. Julie said it is easier with the system to add the percentage of the sales tax. Mayor Sims said the junior fees can be lowered immediately. Adam asked the reason for lowering the junior pass to \$26.50. Mayor Sims said he is hoping to encourage more kids to play. Ralph said when the high school season ends, the kids put the golf clubs away. Ron asked if a public hearing is needed to increase the fees. Mayor Sims said yes. Matt Surprenant asked when the school kids were paying for their passes, did they get a discount. Julie said they paid full price. Mayor Sims asked if the numbers for the golf team are declining. Julie said the numbers are very sporadic. Adam likes the junior pass being \$50.00 plus tax and golf team members \$25.00 plus tax, to encourage more kids to join the golf team. Valerie said it makes sense for only one child to play for free with a paying adult. Will recommended to raise the rates by five percent to avoid the requirement for the public hearing. Rick wants to keep the monthly passes on the fee schedule. Ralph asked if people will still be able to convert a punch card to a season pass. Mayor Sims said it will need to be on the fee schedule for that to happen. Mayor Sims asked Will if it is possible to take payments for season passes. Will said it is possible, but it may not be a good idea.

Adam Arthur moved to have a public hearing for the increase in golf course fees and have the decreased fees go into effect immediately as presented at the April 16, 2019 Council meeting. Rick Alonzo seconded the motion. Julie asked if the juniors playing free is included in the motion. Adam withdrew his motion. Mayor Sims said one child, 17 years and under plays free per paying adult. Adam Arthur reinstated the motion with the changes. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.

NEW BUSINESS

6. City – Consider Fair Housing Resolution #2019-04-16 (attachment) {action item}
Lisa Ailport said this is a minor language update to the resolution. The resolution is necessary to be eligible for the community block grants. Rick Alonzo moved to adopt the Fair Housing Resolution #2019-04-16. Ron Smith seconded the motion. The motion passed with all in favor.
7. City – Consider Right-Of-Way Deed for Dedication of a 50 Foot Right-Of-Way from Wilson Street to Solomon Street (attachment) {action item}
Lisa Ailport said we have received the legal description for the right of way from the surveyor. We have not received the signed legal descriptions from the property owners yet. Valerie Thompson moved to accept the right of way as presented in the attached dedication deeds and authorize the Mayor to sign the documents once they are signed by the landowners and notarized for the right of way from Wilson Street to Solomon Street. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.
8. City – Consider Authorizing the Mayor to Sign a Contract with Century West Engineering for Engineering Design Work for Utility Placement along the Right-Of-Way from Wilson Street to Solomon Street (attachment) {action item}
Lisa Ailport said the City needs assistance in the engineering work for the right of way from Wilson Street to Solomon Street. Century West Engineering has presented a proposal for the design work. Adam asked if the costs will be split between electric, water and sewer. Lisa said it will. Matt Surprenant asked what it will look like for current utilities. Mayor Sims said there are not any utilities since this is a new road. Matt asked if it is possible for other companies to install conduit for the future. Lisa said it will have to be discussed. Adam said he does not understand how the utilities can be designed if the road has not been designed. Lisa said that is why Century West Engineering is being hired. Mike said when he was roughing out the plan, he put the electric on the North and West sides of the profile, water in from the electric and the sewer mostly on the South and East sides of the profile.

Adam Arthur moved to authorize the Mayor to sign the contract with Century West Engineering for engineering design work for utility placement on the right of way from Wilson Street to Solomon Street, not to exceed the amount of \$39,000. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.

9. City – Consider Appointment of New Planning and Zoning Commissioner {action item}
Mayor Sims said he would like to appoint Matt Morgan as the Planning and Zoning Commissioner. Rick Alonzo moved to approve Matt Morgan as the new Planning and Zoning Commissioner. Ron Smith seconded the motion. The motion passed with all in favor.
10. Pool – Consider Approval of Pay Request #2 from BF Builders for the Pool Reconstruction Project (attachment) {action item}
Mike Klaus said the pay application is for \$64,000, there is a five percent retainage amount. Ron Smith moved to approve pay request #2 for BF Builders for the pool reconstruction project for \$61,132.50. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.
11. Pool – Consider Approval of Change Order Request #1 from BF Builders for the Pool Reconstruction Project (attachment) {action item}
Mike Klaus said he and BF Builders have been working on the proposal. The items in the change order are: lawn restoration, trench drain, sandwash finish and skimmer installation. Mike added 1000 feet of sidewalk to be installed by BF Builders. Mike said there is budget to do this since more money than expected was received from the timber sale. Rick Alonzo moved to approve the change order request #1 from BF Builders for the pool reconstruction project including the additional sidewalk for \$9,500. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.
12. Electric – Consider Approval of Request for Additional Project Costs for the Silt Removal Project (attachment) {action item}
Mike Klaus said Knight Construction is removing approximately 400 cubic yards a day at this rate they will exceed the removal amount of 10,000 cubic yards of silt. Mike is asking for approval to remove an additional 1,000 cubic yards. He said this will increase the cost for this year by \$100,000. Mike said a large part of the costs are the mobilization cost, which was \$95,000. Valerie Thompson moved to approve removal of an additional 4,000 cubic yards in the amount of \$100,000 for the silt removal project. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.

ADJOURNMENT

The meeting adjourned at 7:52 pm.

MINUTES
SPECIAL CITY COUNCIL MEETING
Bonnors Ferry City Hall
7232 Main Street
267-3105
April 25, 2019
5:30 pm

Mayor David Sims called the Special Council meeting of April 25, 2019 to order at 5:32 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Administrator Lisa Ailport, and Clerk/Treasurer Christine McNair. Members of the public present were: John Youngwirth and Jimmy Dorhofer.

NEW BUSINESS

1. Street – Consider Purchase of a Dump Truck (attachment) {action item}

Lisa Ailport said Idaho Transportation Department (ITD) District 4 has two surplus dump trucks that are available at this time. 2001 International six wheel dump truck \$10,400 and 1996 Mack 10 wheel dump truck \$9,800.

John Youngwirth said the current 10 wheel dump truck needs a transmission. He feels this will be a good replacement. The surplus six wheel dump truck would be nice to have since it will free up a 10 wheel dump truck. John said the 10 wheel truck is the most needed truck. Mayor Sims said there is approximately \$18,000 remaining in the snow plowing budget. Valerie asked how long a truck with 353,000 miles will last. Jimmy said with the way we use dump trucks it will probably last 10 years. Ron asked how much a new dump truck costs. John said around \$150,000 - \$175,000. Mayor Sims said he would like Jimmy to fly down Monday to inspect the dump trucks.

Ron Smith moved to approve the purchase of the dump trucks pending review by the mechanic. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

ADJOURNMENT

The meeting adjourned at 5:44 pm

**MINUTES
SPECIAL CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
April 29, 2019
5:30 pm**

Mayor David Sims called the Special Council meeting of April 25, 2019 to order at 5:30 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur and Valerie Thompson. Also present were: City Administrator Lisa Ailport, and Clerk/Treasurer Christine McNair.

NEW BUSINESS

1. City – Consider Approving terms of the Utility Easement with Earnest Brothers Properties LLC (attachment) {action item}

Lisa Ailport said Earnest Brothers Properties (EBP) LLC purchased the property from Felsted. EBP wants a full sewer capitalization fee and half of a water capitalization fee in exchange for the utility easement. Mayor Sims said EBP felt they were giving up 20 feet of property and not receiving anything in return. Mayor Sims said this is the least expensive option for the sake of the project. Lisa said the City attorney has reviewed and approved this agreement.

Rick Alonzo moved to approve the terms of the utility easement with Earnest Brothers Properties LLC.

As consideration of this easement, Grantee shall provide, for the benefit of the property described within instrument #277161, their heirs, successors and assigns, the right to one (1) capitalization fee or tap to City sewer based on one (1) equivalent dwelling unit (EDU) to be credited to the property owner at the time a formal request is made and one half (1/2) capitalization fee tap to City water, based on one half (1/2) equivalent dwelling unit (EDU) to be credited to the property owner at the time a formal request is made. This agreement is binding on the City and property owner and is limited to those specific equivalent dwelling units (EDU) stipulated within the easement. Any additional requests by the landowner shall be paid for at the time the request is made. The City recognizes that existing there is one (1) tap/hook-up for both sewer and water on the properties described within the aforementioned instrument number and this agreement will be in addition to the existing taps. By signing below the Grantor recognizes that this agreement is not to construe any other meaning than was explicitly provided within the above terms.

Valerie Thompson seconded the motion. The motion passed with all in favor.

ADJOURNMENT

The meeting adjourned at 5:38 pm

RESOLUTION 2019-05-07

IT BE AND IS HEREBY resolved by the Mayor and City Council pursuant to Ordinance Number 477 of the City of Bonners Ferry that Schedule A attached hereto be and is adopted as the list of charges for golf fees by the City. Excepted from this schedule are such fees, charges and assessments as are established by contract or agreement for goods and/or services to be provided by the City which are not generally available to or in demand by the general public, franchise fees or fees charged in lieu of franchise fees, criminal and/or punitive fines, or penalties, taxes or assessments upon real property that are paid to and collected by the Boundary County Treasurer.

The City Clerk shall, at all times, keep a copy of this resolution and attached schedule posted in a conspicuous place in City Hall and make copies of said schedule available to members of the public upon request.

Dated this 7th day of May, 2019.

City of Bonners Ferry

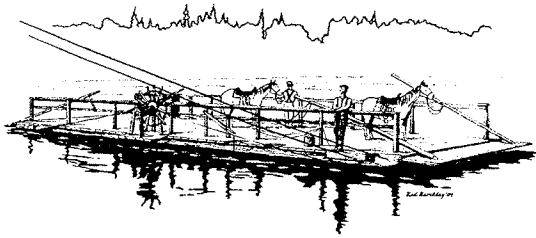
Mayor

Attest:

City Clerk

Approved as to Form and Content

City Attorney



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: May 3, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: **Electric Department - BPA - Amendment #1, and Restated
Emergency Operations Agreement**

The City has an agreement with BPA, Northern Lights, Inc., and Smith Creek Hydro, LLC, for temporary and emergency operations. The attached paperwork replaces the name Eugene Water and Electric Board (EWEB) with the new owner, Smith Creek Hydro, LLC. I recommend that the Council authorize the Mayor to sign the attached amendment to the Temporary and Emergency Operations Agreement with BPA, NLI, and Smith Creek Hydro.

Please let me know if you have any questions.

Thank you,

Mike

Amendment No. 1
Contract No. 09TX-14475

AMENDMENT
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
SMITH CREEK HYDRO, LLC
and
CITY OF BONNERS FERRY
and
NORTHERN LIGHTS, INC.

This AMENDMENT to the Temporary and Emergency Operations Agreement, Contract No. 09TX-14475 (Agreement), is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), SMITH CREEK HYDRO, LLC (SCH), CITY OF BONNERS FERRY (CBF), and NORTHERN LIGHTS, INC. (NLI) (collectively, Transmission Customers). BPA and the Transmission Customers may also be referred to individually as “Party” and collectively as “Parties.”

This Amendment to the Agreement replaces the name Eugene Water & Electric Board with Smith Creek Hydro, LLC to reflect the change in ownership of the generation project and related facilities, and updates technical language to account for installation of a disconnect switch at the normally open point of interconnection.

The Parties agree to the following:

1. EFFECTIVE DATE

This Amendment shall take effect on 0000 hours on the date it is signed by all Parties (Effective Date).

2. AMENDMENT OF AGREEMENT

The Agreement is amended as follows:

- a. Removes the original Agreement, and replaces it in its entirety with the Transmission Provider’s Temporary and Emergency Operations Agreement (Amended and Restated Agreement), which is attached hereto and, along with the Exhibits attached to the Amended Agreement, is incorporated herein;

- b. All references in the Agreement to “Eugene Water & Electric Board” are now changed to Smith Creek Hydro, LLC;
 - c. Removes the existing Section 3 “Duties and Responsibilities of the Parties,” and replaces it with Section 3, “Ownership of the Facilities”;
 - d. Removes the existing Section 4 “Operation of the Temporary Tap,” and replaces it with Section 4, “Technical Requirements”;
 - e. Removes the existing Section 5 “Ownership of Facilities,” and replaces it with Section 5, “Operation of the Temporary Tap”;
 - f. Removes the existing Section 6 “Notices of an Operating Nature” and replaces it with Section 6, “Planned Outage Coordination”;
 - g. Removes the existing Section 7 “Execution in Counterpart” and replaces with the Section 7, “Unplanned Outage Coordination”;
 - h. Adds Section 8 “Standard Provisions”;
 - i. Adds Section 9 “Signatures”;
 - j. Adds Exhibit A, “Diagram”; and
 - k. Adds Exhibit B, “Notices.”
3. The Parties agree that the Amended Agreement, and its Exhibits, replace and supersede the original Agreement, and its Exhibits, in their entirety.

4. SIGNATURES

This Amendment may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Amendment as of the last date indicated below.

SMITH CREEK HYDRO, LLC

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By:  Digitally signed by Angela D. Robertson
Date: 2019.04.15 12:39:39 -07'00'

Title: _____

Title: Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

CITY OF BONNERS FERRY

By: _____

Title: _____

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

NORTHERN LIGHTS, INC.

By: _____

Title: _____

If opting out of the electronic signature:

By: _____

Name: _____

(Print/Type)

Title: _____

Date: _____

**AMENDED AND RESTATED
TEMPORARY AND
EMERGENCY OPERATIONS AGREEMENT**

**executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
SMITH CREEK HYDRO, LLC
and
CITY OF BONNERS FERRY
and
NORTHERN LIGHTS, INC.**

**(Operation of a Temporary Connection between North Bench Substation
and the Bonners Ferry-Smith Creek Hydro 115 kV Transmission Line)**

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Exhibit B Notices	

This TEMPORARY AND EMERGENCY OPERATIONS AGREEMENT (Agreement) supersedes Temporary and Emergency Operations Agreement, Contract No. 02TX-10871.

This Agreement is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and SMITH CREEK HYDRO, LLC (SCH) and, CITY OF BONNERS FERRY (CBF) and NORTHERN LIGHTS, INC. (NLI) (collectively, Transmission Customers). BPA and the Transmission Customers are sometimes referred to individually as "Party" and collectively as "Parties" as the context suggests.

RECITALS

The Parties have agreed that for planned maintenance or emergency conditions, it is mutually beneficial from time to time to establish a temporary connection between North Bench Substation and the Bonners Ferry-Smith Creek Hydro 115 kV transmission line (Temporary Tap).

BPA and the Transmission Customers agree:

1. EFFECTIVE DATE

This Agreement shall take effect on 0000 hours on the date it is signed by all Parties (Effective Date), and shall continue in effect for 10 years from the Effective Date. This Agreement may be renewed, with or without modifications if: (a) requested by a Party at least 30 days prior to the expiration of the proceeding term of the Agreement, and; (b) mutually agreed to by the Parties. In the event that the Agreement is not renewed, all liabilities incurred hereunder are hereby preserved until satisfied.

2. PAYMENT PROVISIONS

This Agreement is for the mutual benefit of the Parties. As it relates to the terms of this Agreement only, no Party will charge another Party for use of the Temporary Tap.

3. OWNERSHIP OF THE FACILITIES

(a) BPA owns:

- (1) Bonners Ferry Substation including, but not limited to, power circuit breakers B1276 and B1278.
- (2) North Bench Substation.
- (3) Libby-Bonners Ferry No 1 115 kV transmission line including, but not limited to, line sectionalizing disconnect switches B416 and B417.

(b) SCH owns:

- (1) Smith Creek Hydroelectric Project (Smith Creek Hydro) including, but not limited to, SC52L.

- (2) Bonners Ferry-Smith Creek 115 kV transmission line.
- (c) CBF owns:
 - (1) Moyie Substation.
 - (2) Moyie Hydroelectric Project (Moyie Hydro).
 - (3) Moyie Springs tap (also referred to as “Katka tap”) from the point of interconnection with BPA’s Libby-Bonners Ferry No 1 115 kV transmission line to CBF’s Moyie Substation.
 - (4) Approximately 2.5 miles of the Moyie-North Bench 115 kV transmission line, which is an extension of the Moyie Springs Tap, from CBF’s Moyie Substation to the change of ownership with NLI.
- (d) NLI owns:
 - (1) Mount Hall Substation including, but not limited to, disconnect switch X-109.
 - (2) Approximately 2.4 miles of the Moyie-North Bench 115 kV transmission line from the change of ownership with CBF to BPA’s North Bench Substation.
 - (3) the Temporary Tap including, but not limited to, all transmission facilities between the point of interconnection with NLI’s portion of the Moyie-North Bench 115 kV transmission line and the point of interconnection with the Bonners Ferry-Smith Creek 115 kV transmission line.
 - (4) the normally open disconnect switch X-111, which is used to energize the Temporary Tap, near NLI’s structure B685B.

4. TECHNICAL REQUIREMENTS

- (a) CBF and SCH will make available to BPA, for review and approval, relaying settings for Moyie Hydro and Smith Creek Hydro, respectively, to ensure BPA is satisfied with existing anti-islanding generator protection.
- (b) Prior to each use of the Temporary Tap, the Parties must determine and agree, in writing if time permits, on acceptable relay settings and make any relay changes required for the temporary configuration (including modifications to sectionalizing relay schemes by BPA). Protective line relay requirements may differ depending on the needs and the configuration for the Temporary Tap.
- (c) X-111 may be operated on a dead line only. Therefore, prior to each use of the Temporary Tap and when removing from service, the following conditions must be met.

- (1) SCH to open SC52L at Smith Creek Hydro.
- (2) NLI to open X-109 at Mount Hall Substation.
- (3) CBF and NLI to determine if a short-duration outage is acceptable; otherwise, transfer their loads at Moyie and North Bench substations.
- (4) BPA to open B417 on the Libby-Bonnors Ferry No 1 115 kV.
- (5) BPA to open B1276 (de-energize Bonnors Ferry-Smith Creek line).
- (6) BPA to open B1278 (de-energize Moyie Springs tap).

5. OPERATION OF THE TEMPORARY TAP

- (a) The Temporary Tap is in BPA's Balancing Authority Area and BPA has Dispatch Jurisdiction, which means BPA's Dispatchers, shall at all times, have full operational rights to direct NLI to operate X-111, as needed. NLI shall not operate X-111, nor place or remove tags on X-111, without prior approval from BPA.
- (b) The Temporary Tap will only be used so long as required as a temporary point of interconnection during planned maintenance or emergency conditions to accomplish the following:
 - (1) Provide service to CBF and NLI loads at Mount Hall, Moyie and North Bench substations.
 - (2) Integrate the output of Smith Creek Hydro and Moyie Hydro to the BPA transmission system.
- (c) The Party (or Parties) will use the Temporary Tap only so long as required for planned maintenance or emergency conditions and will make best efforts to keep the duration of the use of the Temporary Tap to a minimum.
- (d) Upon request, and after BPA's approval of use of the Temporary Tap, NLI will be responsible for operating X-111. If NLI is unable to perform this duty, BPA may operate X-111.
- (e) BPA has the final authority to approve or deny use of the Temporary Tap.

6. PLANNED OUTAGE COORDINATION

The Party (or Parties) requesting use of the Temporary Tap shall be responsible for coordinating planned outages with BPA, and for notifying other members of the Party a minimum of 45 calendar days prior to the desired use of the Temporary Tap for a planned outage. The notification must explain the circumstances requiring the use of the Temporary Tap, the estimated schedule and duration, and the resulting system configuration with the Temporary Tap in service.

7. **UNPLANNED OUTAGE COORDINATION**

As soon as possible after an unplanned outage, the Party (or Parties) requesting use of the Temporary Tap shall be responsible for coordinating with BPA, and for notifying other Parties to the Agreement.

8. **STANDARD PROVISIONS**

(a) **Entire Agreement**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(b) **Amendments**

No amendment of this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(c) **Assignment**

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Parties' written consent. Such consent shall not be unreasonably withheld.

(d) **Dispute Resolution**

(1) In the event of a dispute arising out of this Agreement, the Parties shall negotiate in good faith to reach an acceptable and timely resolution. If the Parties are unable to resolve the dispute to their mutual satisfaction within five business days, or any other mutually acceptable time period after negotiation begins, the dispute may be resolved through nonbinding mediation.

(2) In the event of a two-party dispute, each Party shall be responsible for its own expenses and one-half of the expenses of the mediator.

(3) In the event of a three-party dispute, each Party shall be responsible for its own expenses and one-third of the expenses of the mediator.

(e) **Freedom of Information Act (FOIA)**

BPA may release information provided by the Parties to comply with FOIA or if required by any other Federal law or court order. For information that the Parties designate in writing as proprietary, BPA will limit the use and dissemination of that information within BPA to employees who need the information for purposes of this Agreement.

- (f) **Governing Law**
This Agreement shall be interpreted, construed and enforced in accordance with Federal law.
- (g) **No Third Party Beneficiaries**
This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.
- (h) **Section Headings**
Section headings and subheadings appearing in this Agreement are inserted for convenience only and are not to be construed as interpretations of text.
- (i) **Several Obligations**
Except where specifically stated in this Agreement, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective.
- (j) **Uncontrollable Forces**
The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party's reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:
- (1) strikes or work stoppage;
 - (2) floods, earthquakes, or other natural disasters; terrorist acts; and
 - (3) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Parties of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume

full performance of its obligation hereunder as soon as reasonably practicable;
(3) keep the other Parties apprised of such efforts on an ongoing basis; and
(4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Exhibit B.

(k) **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

9. SIGNATURES

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and the Agreement may be executed and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

SMITH CREEK HYDRO, LLC

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By:  _____
Digitally signed by Angela D. Robertson
Date: 2019.04.15 12:14:12 -07'00'

Title: _____

Title: Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

CITY OF BONNERS FERRY

By: _____

Title: _____

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

NORTHERN LIGHTS, INC.

By: _____

Title: _____

If opting out of the electronic signature:

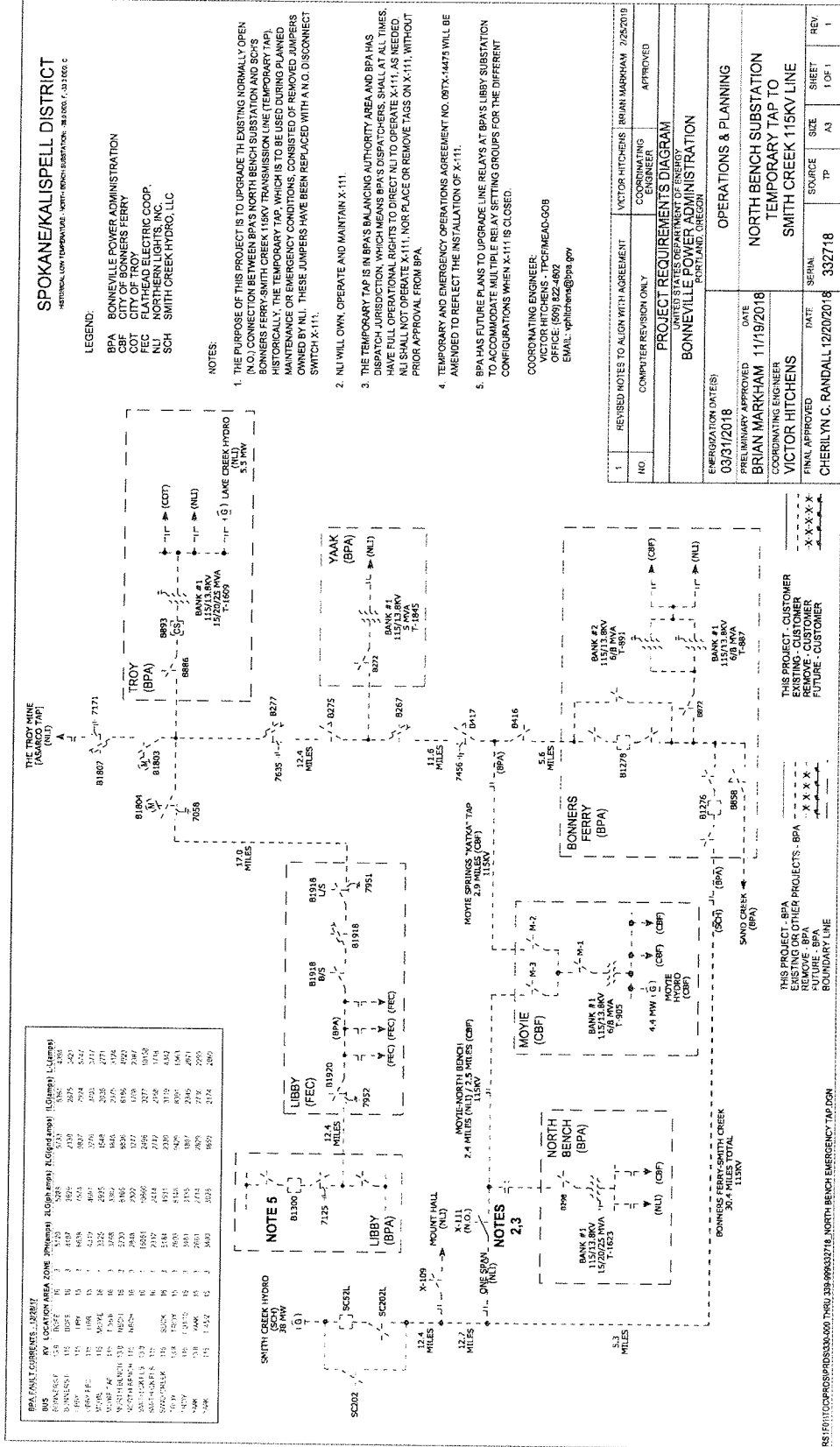
By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

EXHIBIT A DIAGRAM



**EXHIBIT B
NOTICES**

1. REQUESTS FOR ASSISTANCE AND NOTICES OF AN OPERATING NATURE

Any notice or other communication related to this Agreement shall be delivered in person, or with proof of receipt by email, facsimile, First Class mail or overnight delivery service. Notices are effective on the date received. Either party may change the contact information by providing notice of such change to the following person and address:

To Smith Creek Hydro:

1800 James Street, Suite 201
Bellingham, WA 98225
Attention: Pat Murphy
Title: Plant Operator
Phone: (208) 290-5300
Fax: (360) 733-3056
Email: patm@smithcreekhydro.com

To City of Bonners Ferry:

P.O. Box 149
Bonners Ferry, ID 83805
Attention: Mike Klaus
Title: City Engineer
Phone: (208) 267-0357
Fax: (208) 267-4375
Email: mklaus@bonnersferry.id.gov

To Northern Lights, Inc.:

P.O. Box 269
Sagle, ID 93960
Attention: Kristin Mettke
Title: Operations Manager
Phone: (208) 255-5395
Fax: (208) 263-7412
Email: Kristin.mettke@nli.coop

To Bonneville Power Administration:

Attention: Transmission Account Executive –
TSE/TPP-2
Phone: (360) 619-6016
Fax: (360) 619-6940
Email: txsalescontracts@bpa.gov

First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

Overnight Delivery Service:

Bonneville Power Administration
905 NE 11th Avenue
Portland, OR 97232

2. ADMINISTRATIVE CONTACTS

Any notice or other communication related to this Agreement, other than notices of an operating nature (Section 1 above), shall be delivered in person, or with proof of receipt by email, facsimile, First Class mail or overnight delivery service. Notices are effective on the date received. Either party may change the contact information by providing notice of such change to the following person and address:

To Smith Creek Hydro:

1800 James Street, Suite 201
Bellingham, WA 98225
Attention: Steven Marmon
Title: Officer
Phone: (360) 738-9999
Fax: (360) 733-3056
Email: smarmon@tollhouseenergy.com

To City of Bonners Ferry:

P.O. Box 149
Bonners Ferry, ID 83805
Attention: Mike Klaus
Title: City Engineer
Phone: (208) 267-0357
Fax: (208) 267-4375
Email: mklaus@bonnersferry.id.gov

To Northern Lights, Inc.:

P.O. Box 269
Sagle, ID 93960
Attention: Kristin Mettke
Title: Operations Manager
Phone: (208) 255-5395
Fax: (208) 263-7412
Email: Kristin.mettke@nli.coop

To Bonneville Power Administration:

Attention: Transmission Account Executive –
TSE/TPP-2
Phone: (360) 619-6016
Fax: (360) 619-6940
Email: txsalescontracts@bpa.gov

First Class Mail:

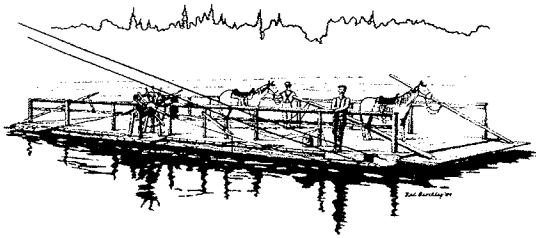
Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

Overnight Delivery Service:

Bonneville Power Administration
905 NE 11th Avenue
Portland, OR 97232

3. CHANGES IN NOTICES

If either Party revises its contact information, that Party shall notify the other Party within 3 business days and such notice shall be deemed to have been received if delivered in person, in writing, by email, facsimile, First Class mail or overnight delivery services. BPA shall revise this Exhibit upon such notice.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: May 3, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: Electric Department - Moyie Silt Removal Project - Change Order Request

In April, the Council approved the Knight proposal to increase the silt removal amount from 7,000 cubic yard to 11,000 cubic yards. The additionally approved 4,000 cubic yards added \$100,000 to the project.

In the last week of April, Knight construction also requested to continue work until the end of May, 2019. To do so, the City requested approval from the FERC to continue silt removal until May 31, 2019. That approval was given on May 1, 2019.

The attached Change Order #1 provides the contractor with an extension of time to May 31, 2019, and formalizes the \$100,000 in additional cost to the City that was previously approved by the Council. I request that the Council approve Change Order #1 and authorize the Mayor to sign the associated paperwork.

Please contact me if you have any questions.

Thank you,

Mike

Change Order

No. 1

Date of Issuance: 5/1/2019 Effective Date: _____

Project: Moyie Silt Removal Project	Owner: City of Bonners Ferry	Owner's Contract No.:
Contract:		Date of Contract: 3/12/2019
Contractor: Knight Construction and Supply Inc.		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

The purpose of this change order is to extend the deadline of the Contract to May 31, 2019, and to allow the Contractor to remove an additional 4000 cubic yards at the unit price of \$25/ cubic yard.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$292,719

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$292,719

Increase of this Change Order:

\$100,000

Contract Price incorporating this Change Order:

\$392,719

Original Contract Times: Working days Calendar days

Substantial completion (days or date): April 30, 2019

Ready for final payment (days or date): April 30, 2019

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): April 30, 2019

Ready for final payment (days or date): April 30, 2019

Increase of this Change Order:

Substantial completion (days or date): May 31, 2019

Ready for final payment (days or date): May 31, 2019

Contract Times with all approved Change Orders:

Substantial completion (days or date): May 31, 2019

Ready for final payment (days or date): May 31, 2019

RECOMMENDED:

By: Mike Klaus

Engineer (Authorized Signature)

Name: Mike Klaus, P.E.

Print Name

Date: 4-30-2019

ACCEPTED:

By: _____

Owner (Authorized Signature)

Name: Mayor David Sims

Print Name

Date: _____

ACCEPTED:

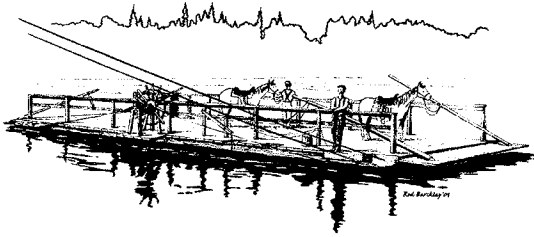
By: David A. Knight

Contractor (Authorized Signature)

Name: David A. Knight, V.P.

Print Name

Date: 5/1/19



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: May 3, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: **Electric Department - Moyie Silt Removal Project - Knight
Construction Pay Application #1**

Knight Construction has removed over 7,000 cubic yards of silt to date, and is putting together a pay application that will be reviewed by staff prior to the Council meeting, with a recommendation for payment at that time. I anticipate that the pay request will be approximately \$250,000.

Please contact me if you have any questions.

Thank you,

Mike

Project: Moyie Silt Removal Project
 Contractor: Knight Construction

Schedule of Values

Pay Application #1

	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	% Complete To Date	Pay App #1 Billing
1	Mobilization	LS	1	\$ 92,919.00	\$ 92,919.00	70.0%	\$ 65,043.30
2	Silt and Debris Dredging	CY	7000	25.00	\$ 175,000.00	100.0%	\$ 175,000.00
3	Turbidity Monitoring	LS	1	\$ 20,000.00	\$ 20,000.00	60.0%	\$ 12,000.00
4	Drift Removal	HR	40	120.00	\$ 4,800.00	0.0%	\$ -
5	Change Order #1 (Add. Silt)	CY	4000	25.00	\$ 100,000.00	0.0%	\$ -
Total							\$ 252,043.30

Contractor's Application for Payment No. 1

Application Period:	Application Date:
To (Owner): City of Bonners Ferry	From (Contractor): Knight Construction
Project: Moyie Silt Removal Project	Contract: Contractor's Project No.:
Owner's Contract No.:	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions	
1	\$100,000.00		
TOTALS			
NET CHANGE BY	\$100,000.00		
CHANGE ORDERS		\$100,000.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$292,919.00
2. Net change by Change Orders.....	\$	\$100,000.00
3. Current Contract Price (Line 1 + 2).....	\$	\$392,919.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$252,043.30
5. RETAINAGE:		
a. 5% X \$252,043.30 Work Completed.....	\$	\$12,602.17
b. X _____ Stored Material.....	\$	\$12,602.17
c. Total Retainage (Line 5a + Line 5b).....	\$	\$239,441.14
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$239,441.14
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$239,441.14
8. AMOUNT DUE THIS APPLICATION.....	\$	\$153,477.87
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	\$153,477.87

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

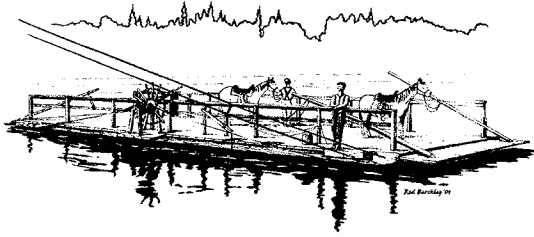
By: _____ Date: _____

Payment of: \$ _____ 239,441.14
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 5/7/2019
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date)
(Owner)



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: May 3, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: **Pool Rehabilitation Project - Application for Payment #3**

B.F. Builders has completed nearly all of the work associated with their contract for the pool rehabilitation project. I recommend that Council approve B.F. Builders pay application #3 for \$28,441.10. The City is retaining a total amount of \$5,769.40, that will be released to B.F. Builders once a project walk-through is performed and all minor items completed.

Please let me know if you have any questions.

Thank you,

Mike

B. F. BUILDERS, INC.

CONTRACTOR APPLICATION FOR PAYMENT

PROJECT: Bonners Ferry Municipal Swimming Pool Repairs

Architect: Mike Klaus

Owner: City of Bonners Ferry

Contractor: B.F. Builders, Inc.

APPLICATION NO.: 3

Address: 65109 Hwy 2, Bonners Ferry, ID 83805

APPLICATION DATE: 5/1/2019

PERIOD TO: 5/31/2019

CONTRACT NUMBER: ICDBG-17-I-25-PK

B.F. BUILDERS, INC. JOB NUMBER: 18114-01

CHANGE ORDER LOG:

CHANGE ORDER #	AMOUNT
Change Order #1	\$10,988.00
Net change by change orders:	\$10,988.00

1. ORIGINAL CONTRACT AMOUNT:	\$104,400.00
2. NET CHANGE BY CHANGE ORDERS:	\$10,988.00
3. CONTRACT SUM TO DATE (1+2):	\$115,388.00
4. TOTAL COMPLETED & STORED TO DATE (clm F total)	\$115,388.00
5. RETAINAGE:	
a. 5% of completed work (clm C+D)	\$5,769.40
b. 5% of stored materials (clm E)	
TOTAL RETAINAGE (5a+5b)	\$5,769.40
6. TOTAL EARNED LESS RETAINAGE (line 4 less line 5 total)	\$109,618.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: (clm C less retainage)	\$81,177.50
8. CURRENT PAYMENT DUE:	\$28,441.10
9. BALANCE TO FINISH, PLUS RETAINAGE (line 3 less line 6)	\$5,769.40

A DESCRIPTION OF WORK Detail labor, materials & lower tier subcontracts by scope of work	B SCHEDULED VALUE	C WORK COMPLETED		E MATERIAL STORED THIS PERIOD	F COMPLETED & STORED TO DATE (C+D+E)	G % (F/B)	H BALANCE TO FINISH (B-F)
		FROM PREVIOUS REQUEST	THIS PERIOD				
Mobilization	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100	\$0.00
Layout & Rebar @ 8" Wall	\$16,600.00	\$16,600.00	\$0.00	\$0.00	\$16,600.00	100	\$0.00
Form & Pour @ 8" Wall	\$33,000.00	\$33,000.00	\$0.00	\$0.00	\$33,000.00	100	\$0.00
Vault Lid	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100	\$0.00
Steps	\$2,500.00	\$1,250.00	\$1,250.00	\$0.00	\$2,500.00	100	\$0.00
Set Skimmer	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00	100	\$0.00
Sidewalks	\$33,500.00	\$20,100.00	\$13,400.00	\$0.00	\$33,500.00	100	\$0.00
Restore Landscaping	\$4,300.00	\$0.00	\$4,300.00	\$0.00	\$4,300.00	100	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
Change Order #1	\$10,988.00	\$0.00	\$10,988.00	\$0.00	\$10,988.00	100	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
	\$115,388.00	\$85,450.00	\$29,938.00	\$0.00	\$115,388.00		\$0.00

CONTRACTOR'S CERTIFICATION

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF ITS KNOWLEDGE: (1) ALL PREVIOUS PROGRESS PAYMENTS RECEIVED FROM OWNER ON ACCOUNT OF WORK DONE UNDER THE CONTRACT HAVE BEEN APPLIED ON ACCOUNT TO DISCHARGE CONTRACTOR'S LEGITIMATE OBLIGATIONS INCURRED IN CONNECTION WITH WORK COVERED BY PRIOR APPLICATIONS FOR PAYMENT; (2) TITLE OF ALL WORK, MATERIALS AND EQUIPMENT INCORPORATED IN SAID WORK OR OTHERWISE LISTED IN OR COVERED BY THIS APPLICATION FOR PAYMENT WILL PASS TO OWNER AT TIME OF PAYMENT FREE AND CLEAR OF ALL LIENS, SECURITY INTERESTS AND ENCUMBRANCES (EXCEPT SUCH AS ARE COVERED BY A BOND ACCEPTABLE TO OWNER INDEMNIFYING OWNER AGAINST ANY SUCH LIENS, SECURITY INTERESTS OR ENCUMBRANCES); AND (3) ALL WORK COVERED BY THIS APPLICATION FOR PAYMENT IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND IS NOT DEFECTIVE.

Signature: Randal Wedel
 Printed Name & Title: Randal Wedel, Project Manager
 Date: 5/1/19

Payment of: \$ 28,441.10
 Is recommended by: Michael E. Klein (Engineer)
 Payment of: _____
 Is recommended by: _____ (Mayor)

INVOICE

B.F. BUILDERS, INC.
65109 HIGHWAY 2
BONNERS FERRY, ID 83805

Invoice: 190501
Invoice Date: 05/01//2019

(208) 267-3592
accounting@bfbuilders.com
TIN 82-0457740

To: City of Bonners Ferry
P.O. Box 149
Bonners Ferry, ID 83805
208-267-3105

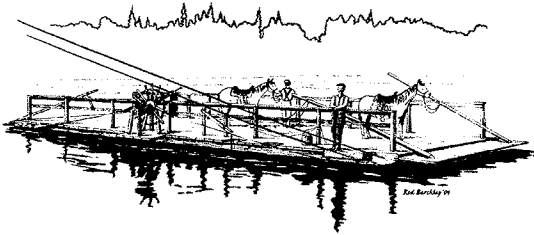
Job Location:
City Pool Rehabilitation Proj.
P.O. Box 149
7232 Main Street
Bonners Ferry, ID 83805

Project: Bonners Ferry Municipal Swimming Repairs

Bonners Ferry Municipal Swimming Pool Repairs \$29,938.00
City Pool Rehabilitation Project
Contract No. ICDBG-17-I-25-PK
Bf Builders Job # 18114-01

Pay App #3

	Amount Billed	\$29,938.00
	Retainage Held	\$ 1,496.90
DATE DUE 04/30/19	Amount Due	\$28,441.10



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: May 3, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: City Pool Project - CDBG Request for Funds #9

Attached is the Community Development Block Grant Request for Funds #9. Request #9 includes \$1,165 for PAC administrative fees and \$61,132 to reimburse the City for a construction payment made to B.F. Builders.

I recommend that the Council authorize the Mayor to sign the ICDBG program request for funds #9 for \$62,297.

Please let me know if you have any questions.

Thank you,

Mike



PANHANDLE AREA COUNCIL, INC
11100 N Airport Drive
Hayden, ID 83835-9798
(208) 772-0584
(208) 620-2313 FAX
www.pacni.org

April 25, 2019

Ms. Christine McNair, City Clerk
City of Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805

RE: CDBG Request for Funds #9

Dear Christine:

Enclosed for the City's processing is the Request for Funds, which contains the following:

1. **Financial Disbursement Form.** Note that this form has been revised. The top section lists each invoice that is being processed for CDBG funds, but also lists the other budget categories where the balance should come from. The bottom section is to be completed by you upon receipt of the CDBG funds.
2. **Project Re-Cap.** This spreadsheet identifies the Budget based on the Grant Agreement between the City and the Idaho Department of Commerce, Expenditures to Date, and Budget Remaining.
3. **Request for Funds.** This document is used by Idaho Department of Commerce staff to send the City the funds. It needs to be signed by Mayor Sims.
4. **CDBG Progress Report.** This document must accompany all Requests for Funds, which provides a status to the City and the Idaho Department of Commerce staff. It needs to be signed by Mayor Sims.
5. **Invoices.** All of the invoices that support the Financial Disbursement Form and the Request for Funds are included in this package.

Instructions:

1. Make a copy of the entire document.
2. Mail the following to Tony Tenne, Idaho Department of Commerce, 700 W State Street, PO Box 83720, Boise, ID 83720-0093: A copy of the Financial Disbursement Form, the original Request for Funds, a copy of the Project Re-Cap, the original CDBG Progress Report, and copies of the Invoices. Payments are processed by Commerce on Tuesdays.
3. Scan and email only the signature pages to me (or copy and mail).

Ms. Christine McNair, City Clerk
City of Bonners Ferry
April 25, 2019
Page 2

4. Once the funds are received, complete the bottom section on the Financial Disbursement form, sign it and return the original to me.

Please call me if you should have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Dorian Komberec".

Dorian Komberec
Programs Specialist

Enclosures: as stated

Financial Disbursement Form

City of Bonners Ferry
Municipal Swimming Pool Repairs
ICDBG-17-I-25-PK

Request for Funds #: 9
Report period: March 1 - 31, 2019
Date: April 25, 2019

The following costs are approved for payment under the City's Community Development Block Grant (CDBG) Project.
The invoices are attached behind the CDBG Request for Funds and Progress Report.

INVOICE DATE	INVOICE NUMBER	VENDOR	INVOICE AMOUNT	TO BE FUNDED BY:			BUDGET CATEGORY
				ICDBG	City Cash	Force Account	
04/02/19	9	Panhandle Area Council	1,165.00	1,165.00			Administration
04/01/19	2	BF Builders	61,132.50	61,132.00	0.50		Construction
TOTAL REQUEST FOR FUNDS:			62,297.50	62,297.00	0.50	0.00	

To be completed for receipt & disbursement of ICDBG funds:

ICDBG Funds Received: \$ _____ Date Funds Received: _____

Disbursed To:	For:	Check No.:	Date Disbursed:	Amount:
Panhandle Area Council	Administration			
BF Builders	Construction			

TOTAL DISBURSEMENTS:

>> Funds must be disbursed within five (5) calendar days of receipt <<

I certify that the information above is correct.

Submitted by: _____

***Please complete the shaded area of this form and return immediately upon disbursement of funds to:
Dorian Komberec, Panhandle Area Council, 11100 N. Airport Drive, Hayden, ID 83835***

City of Bonners Ferry Municipal Pool Repair
ICDBG-17-I-25-PK

PROJECT RE-CAP

	To	Line Item Category	Invoice #	Invoice Date	CDBG ROUNDED	City Cash	City Force Account Cash	City In-Kind	TOTAL
		Planning			150,000.00	83,560.00	42,806.00	1,500.00	277,866.00
	Grant Writing							1,500.00	1,500.00
PR1	Panhandle Area Council	Administration	1	02.05.18	1,160.00				1,160.00
PR2	Panhandle Area Council	Administration	2	05.03.18	460.00				460.00
PR3	Panhandle Area Council	Administration	3	06.13.18	180.00				180.00
PR4	Panhandle Area Council	Administration	4	08.08.18	360.00				360.00
PR5	Panhandle Area Council	Administration	5	08.27.18	180.00				180.00
PR6	Panhandle Area Council	Administration	6	01.02.19	2,195.00				2,195.00
	BF Builders	Construction	1	11.30.18	20,045.00				20,045.00
PR7	Panhandle Area Council	Administration	7	02.13.19	1,165.00				1,165.00
PR8	Panhandle Area Council	Administration	8	03.08.19	1,030.00				1,030.00
PR9	Panhandle Area Council	Administration	9	03.31.19	1,165.00				1,165.00
	BF Builders	Construction	2	04.01.19	61,132.00	0.50			61,132.50
					89,072.00	0.50		1,500.00	90,572.50
					60,928.00	83,559.50	42,806.00	-	187,293.50

City of Bonners Ferry Municipal Swimming Pool Repairs
Financial Summary

CDBG BUDGET					
	ICDBG Grant	City Cash	City Force Account Cash	City In-Kind	Total
Administration	11,000.00	-	-	-	11,000.00
Planning	-	-	-	1,500.00	1,500.00
Design Professional	-	-	17,806.00	-	17,806.00
Construction	139,000.00	83,560.00	25,000.00	-	247,560.00
Financing	-	-	-	-	-
Legal	-	-	-	-	-
Total	150,000.00	83,560.00	42,806.00	1,500.00	277,866.00

EXPENDITURES TO DATE					
	ICDBG Grant	City Cash	City Force Account Cash	City In-Kind	Total
Administration	7,895.00	-	-	-	7,895.00
Planning	-	-	-	1,500.00	1,500.00
Design Professional	-	-	-	-	-
Construction	81,177.00	0.50	-	-	81,177.50
Financing	-	-	-	-	-
Legal	-	-	-	-	-
Total	89,072.00	0.50	-	1,500.00	90,572.50

BUDGET REMAINING					
	ICDBG Grant	City Cash	City Force Account Cash	City In-Kind	Total
Administration	3,105.00	-	-	-	3,105.00
Planning	-	-	-	-	-
Design Professional	-	-	17,806.00	-	17,806.00
Construction	57,823.00	83,559.50	25,000.00	-	166,382.50
Financing	-	-	-	-	-
Legal	-	-	-	-	-
Total	60,928.00	83,559.50	42,806.00	-	187,293.50

Idaho Community Development Block Grant Program Request for Funds

(Return to Idaho Department of Commerce, Economic Development Division, 700 W State Street, PO Box 83720, Boise, ID 83720-0093)

Grantee Name	City of Bonners Ferry		Contract #	ICDBG-17-1-25-PK		Contact Person	Dorian Komberec		Phone	208-772-0584 x3010	
Address	PO Box 149, Bonners Ferry, ID 83805		Report Period	3/1/19-3/31/19		Date of Request	04/25/19		Request #	9	
	1	2	3	4	5	6	7	8			
	CDBG Budget	Total of Previous Requests	Program Income Earned	Total Funds Requested + Program Income Col 2 + Col 3	Total Funds Dispersed	Unexpected Balance of Funds Req. + Program Inc. Col 4 - Col 5	Accrued (unpaid) Bills & Costs	Current Requests for Funds Col 7 - Col 6			
Administration	\$11,000	\$6,730	\$0	\$6,730	\$6,730	\$0	\$1,165	\$1,165			
Construction	\$139,000	\$20,045	\$0	\$20,045	\$20,045	\$0	\$61,132	\$61,132			
TOTALS	\$150,000	\$26,775	\$0	\$26,775	\$26,775	\$0	\$62,297	\$62,297			

Note: Furnishing false information may constitute a violation of applicable state and federal law.

Certification of Financial Officer: I certify that the above data is correct, based on the grantee's official accounting system and records, consistently applied and maintained, and that expenditures shown have been made for the purposes of, and in accordance with applicable contract terms and conditions. The funds requested are for reimbursement of actual expenditures during the report period.

Signature

Typed Name

Title

David Sims

Mayor

CDBG PROGRESS REPORT

Grantee: City of Bonners Ferry	Sub-recipient: N/A	Report No.: 9
Grant No. ICDBG-17-I-25-PK	Report Period: From <u>March 1, 2019</u> To <u>March 31, 2019</u>	Design Professional: Identify current phase <input type="checkbox"/> Design Phase <input type="checkbox"/> Bidding Phase <input checked="" type="checkbox"/> Construction Phase <input type="checkbox"/> Post Construction Phase
Construction Status: Narrative on construction activities (max 3 sentences). Attach photos if available. Gutter system installation was completed by Natara March 5, 2019, BF Builders poured concrete under the gutter, brought gravel up to grade for the sidewalk, set rebar for the sidewalk (about 70% complete), and poured a small section of concrete. Percentage of grant administration complete: 75% Percentage of construction complete: 70%		

Instructions: Identify the date that the activity was completed and the date the documentation was sent to Commerce. If activity has not yet been completed leave blank. Checklist is to identify that specific steps are met, but it does not replace the directions in the CDBG manual.

GRANT ADMIN AND DESIGN PROFESSIONAL PROCUREMENT	Completion Date	Date Submitted to Commerce
Idaho PTAC Notice for Grant Admin and Design Professional Services:	8.25.16	-
Grant Admin Contract:	10.01.16 10.30.17	02.05.18 02.05.18
Design Professional Contract with CDBG attachment:	9.17.18	-

ENVIRONMENTAL	Completion Date	Date Submitted to Commerce
Environmental Review Record:	11.09.17	11.09.17
Commerce Approval: Date: 12.15.17		

CIVIL RIGHTS PROGRESS	Completion Date	Date Submitted to Commerce
Excessive Force Policy:	11.21.14	08.09.17
EEO Policy Statement:	02.23.18	02.23.18
Grievance Procedure:	09.15.15	11.18.16
Grantee EEO Poster (identify location): City Hall – Bulletin Board		
Contractor/Subcontractor Activity Report:		

CONSTRUCTION PROGRESS	Completion Date	Date Submitted to Commerce
For each construction contract provide this Construction Progress Report and if applicable Attachment B-Labor Standards Update		
(*) These items must be sent even if CDBG funds are not expended on construction.		
Construction bid document review certification:	07.24.18	07.24.18
Bid (published) Notices:	07.12.18	01.03.19
Ten Day Wage-Rate Update:	08.07.18	08.07.18
*Bid Tabulations:	N/A	N/A
Debarred List Checked:	09.05.18	09.05.18
Preconstruction Conference: Minutes and Checklists	10.30.18	01.03.19
*Notice to Proceed:		01.03.19
*Construction Contractor's Contract:	09.17.18	01.03.19
*Performance Bond and Payment Bond and Insurance Certification:	09.26.18	01.03.19
Steps to Comply with Section 3:	02.26.19	02.26.19
*Certificate of Substantial Completion:		
Section 3 Summary Report:		

FAIR HOUSING	Completion Date	Date Submitted to Commerce
Fair Housing Month Proclamation- April:	02.06.18	03.05.18
Fair Housing Resolution and publication:	(R) 11.04.14 (P) 08.10.17	(R) 11.18.16 (P) 09.25.18
Fair Housing Assessment:	10.25.18	11.15.18
Display Fair Housing Information: (Identify Location) <ul style="list-style-type: none"> • Posters • Fair Housing Resolution 		


SECTION 504 PROGRESS	Completion Date	Date Submitted to Commerce:
Non-Discrimination Policy Adopted: Location	04.17.18	04.24.18
Grievance Procedure Established:	04.17.18	04.17.18
504 Self-Evaluation/Update Completed:	11.06.18	11.15.18
504 Transition Plan/Update Completed:	11.06.18	11.15.18
Effective Communication Policy:	11.06.18	11.15.18

SECOND PUBLIC HEARING	Completion Date	Date Submitted Commerce
<ul style="list-style-type: none"> • Published Notice • Minutes • List of Attendees 		

ATTACHMENTS		
A-Disbursement Report (required)	✓	✓
B-Payroll Review (if applicable)	✓	✓
C-Acquisition (if applicable)	N/A	N/A

CERTIFICATION:

I, the undersigned, do hereby certify that the above information contained in this report, including all attachments are correct and accurately reflects the progress and status of the grant project.



 Signature of CDBG Certified Grant Administrator

 208-772-0584 x 3010
 Phone

 04/25/19
 Date

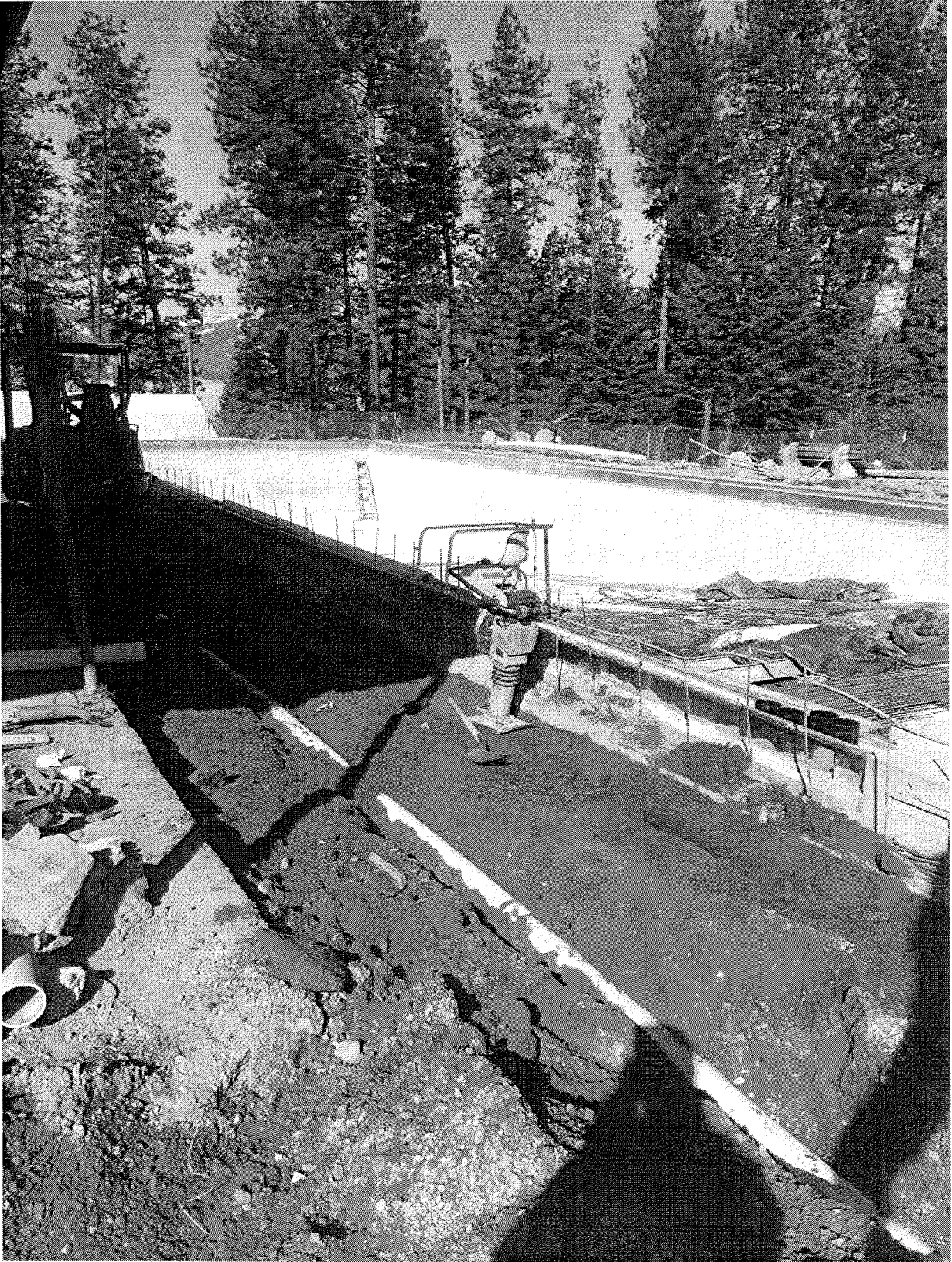
CERTIFICATION:

I, the undersigned, do hereby certify that the above information contained in this report, including all attachments are correct and accurately reflects the progress and status of the grant project.

 Signature of Chief Elected Official

 Mayor
 Title

 Date



**ATTACHMENT A
GRANTEE DISBURSEMENT REPORT**

Request for Funds this Period: \$62,297.00 Paid to
Date: \$26,775.00

History of Request for CDBG Funds
Request for Funds # 9

<i>Pay Request #</i>	<i>Date Grantee Received Funds</i>	<i>Date Grantee Deposited Funds</i>	<i>Date Grantee Disbursed Funds</i>	<i>Check #</i>	<i>Amount</i>	<i>To Whom</i>
1	02.15.18	02.15.18	02.21.18	31885	\$1,160.00	Panhandle Area Council
2	06.18.18	06.18.18	07.20.18	32564	\$460.00	Panhandle Area Council
3	07.16.18	07.16.18	06.21.18	32442	\$180.00	Panhandle Area Council
4	09.17.18	09.17.18	09.25.18	32887	\$360.00	Panhandle Area Council
5	10.01.18	10.01.18	10.04.18	32921	\$180.00	Panhandle Area Council
6	03.25.19	03.25.19	03.06.19	33573 33215	\$2,195.00 \$20,045.00	Panhandle Area Council Reimburse City
7	03.25.19	03.25.19	03.06.19	33573	\$1,165.00	Panhandle Area Council
8	04.13.19	04.03.19	04.03.19	33689	\$1,030.00	Panhandle Area Council

**ATTACHMENT B:
LABOR STANDARDS UPDATE**

Location of Wage Decision and Poster	Back of project sign at project site.						
Labor Standards Enforcement Report/ Supporting Documentation	N/A	N/A					
No. Interviews Completed Total	3	3					
Required Apprenticeship Forms Submitted to IDC	N/A	N/A					
Apprentices	0	0					
No. Payrolls Reviewed	21	2					
Fringe Paid in Cash	Y	Y					
Fringe Paid to Plan	N	Y					
No. of Payrolls on File	21	2					
Authorized Signature Form Sent to IDC	Y	Y					
Authorized Signature Form Executed	Y	Y					
Subcontract/Contract Certifications Sent to IDC	Y	Y					
Subcontract/Contract Certifications Executed	Y	Y					
Contractor/Subcontractor	BF Builders	Natare Corporation					



PANHANDLE AREA COUNCIL, INC.
 11100 N Airport Drive
 Hayden, ID 83835-9798
 208.772.0584
 208.620.2313 FAX
 www.pacni.org

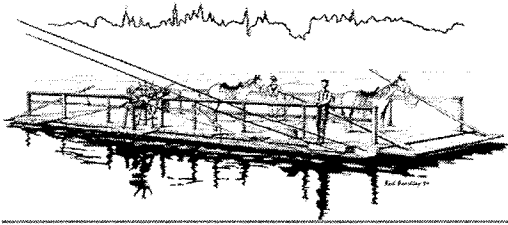
INVOICE

Date: April 2, 2019
Period: March 1, 2019 **To** March 31, 2019
Number: 09 BFPool
Project: Bonners Ferry Municipal Pool Repairs - ICDBG-17-I-25-PK
To: City of Bonners Ferry
 PO Box 149
 Bonners Ferry, Idaho 83805
Remit to: Panhandle Area Council
 11100 N Airport Drive
 Hayden, ID 83835

The following activities were completed in accordance with the Master Agreement dated October 1, 2016 and the Scope of Work in Task Order #2 dated October 30, 2017 and ending on January 31, 2019.

Activity	Subtotal	Totals
Project Set-Up 100% Complete	\$ -	
Environmental 100% Complete	\$ -	
Labor Monitoring 72% Complete	\$ 1,030.00	
<ul style="list-style-type: none"> ◆ Correspond with Contractor concerning certified payroll reports ◆ Review certified payroll reports ◆ On-site labor interviews 		
Project Monitoring 91% Complete	\$ 135.00	
<ul style="list-style-type: none"> ◆ Prepare CDBG request for funds and submit to Commerce ◆ Coordinate all activities with City and project Engineer 		
Civil Rights-Equal Access 0% Complete	\$ -	
Project Closeout 0% Complete	\$ -	
Balance Due:	\$ 1,165.00	

Contract:	\$ 11,000.00
Received to Date:	\$ 6,730.00
Outstanding:	\$ -
Contract Balance Before This Invoice:	\$ 4,270.00
Balance Due This Period:	\$ 1,165.00



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator *LMA*

DATE: April 29, 2019

RE: TORO Irrigation support system- Renewal Options

The City has used TORO's support system to assist with our irrigation system. I have spoken with the Ralph, the City's Golf contractor about this and according to him, there have been times when he's used the service and he feels it is a necessary expense.

According to TORO the cost for the NSN On-Call service is \$2,112 for a 24 month period. This equates to \$106.00 per month. According to the attached document, it provides the course with 24 hour support and emergency paging service.

Staff would like Council to consider renewing the TORO NSN On-Call subscription for 24 months at a cost of \$2,112.00.

Please let me know if you have any questions.

TORO[®] NSN | RENEWAL OPTIONS

If you are responsible for maintaining your turf in top condition, the last thing you need is irrigation system downtime. NSN brings you peace of mind knowing that your system will never be down long enough to harm your turf or compromise your professional relationships and responsibilities. One call and we're here ready to answer your irrigation questions, troubleshoot your system, and solve problems 24/7/365, so you don't waste valuable time and resources. We offer flexible renewal options for the exact support and investment protection you need.



More information contact NSN Sales at:

(888) 676-8676 • Fax (325) 673-8765

www.toronsn.com

Renewal Options Plan Comparison

Extended Central Control System Support for Existing Domestic NSN Subscribers

RENEWAL PLANS with:	Ultimate	Optimum	Premium Tower	Classic 36	Standard Tower	Essentials	Annual	NSN On-Call
Unlimited 24 Hour Toll-Free Support by Licensed Irrigators	✓	✓	✓	✓	✓	✓	✓	✓
24/7/365 Emergency Paging Service	✓	✓	✓	✓	✓	✓	✓	✓
Extended Warranty Fulfilled by Qualified Toro Technicians	✓	✓	✓	✓	✓	✓	✓	
Free Controller Software Service Packs & Discounted Enhancements	✓	✓	✓	✓	✓	✓	✓	
24 Hour Hardware Replacement	✓	✓	✓	✓	✓	✓	✓	
NSN Regional 2-day Training Class Tuition, GCSAA-Accredited	✓	✓		✓				
Color Printer	✓	✓		✓				
TORO [®] Standard Computer*				✓				
TORO [®] Standard Tower Only**					✓			
TORO [®] Premium Computer*	✓	✓						
TORO [®] Premium Tower Only**			✓					
Uninterruptible Power Supply (UPS)	✓	✓		✓				
NSN Connect for Remote Connection and NSN Portal	✓	✓	✓	✓	✓	✓	✓	
Microsoft [®] Office	✓							
Plan Term	60 months	36 months	36 months	36 months	36 months	60 months	12 months	24 months
Lump-Sum Pricing (USD)	\$13,360	\$9,629	\$7,439	\$8,359	\$6,959	\$8,389	\$2,369	\$2,099
Monthly Pricing (USD)	\$1,000 + \$239 60 mos.	\$500 + \$274 36 mos.	\$229 36 mos.	\$500 + \$239 36 mos.	\$208 36 mos.	\$155 60 mos.	n/a	\$106 24 mos.

* These plans cover your most-current NSN computer & provide one new computer for irrigation/other office use (continuous warranty required).

** These plans cover your new tower and most-current NSN components (continuous warranty required)

Plan pricing effective May 1, 2016. All pricing subject to sales tax where applicable. This publication supersedes all previous price lists. Prices and specifications are subject to change without notice. Availability and pricing of NSN products and services may vary by international region.

TORO[®] NSN | RENEWAL OPTIONS

Why should I renew? NSN strives to provide the best possible service for its customers in order to keep their irrigation central control systems working and turf in top condition. For over a quarter century, our support services have been successfully and effectively keeping even the most complex systems operating. Without NSN, replacement, repairs and service costs associated with just one incident can easily exceed the cost of an NSN renewal plan. Additionally, our trained and licensed irrigator support technicians are available around-the-clock to assist you in problem-solving and in maximizing your irrigation programs so that you can get the most out of your TORO irrigation investment and better manage valuable water resources.

If I have any questions about renewal options, my current service agreement or its expiration date, or need help deciding which plan is best for me, whom do I call? NSN Sales at 1-888-676-8676, press 1 for Mark Stockdale or 3 for Malissa Lambert.

Where can I find current TORO central controller/computer specifications? www.toronsn.com/service

Why should I spend the extra money on a Premium TORO computer over a Standard? Premium computers are designed to give you greater computing power for software such as TMap[®] and Lynx[®] that require greater system resources. And equally important, because technology changes constantly, buying as powerful technology as you can today extends the value of your investment for years to come, providing assurance that your computing needs will be met over a longer period of time.

When I renew, why should I get a TORO computer/central controller rather than an “off-the-shelf” computer that could cost less? First, be sure you are comparing feature-to-feature and warranty-to-warranty; TORO-configured computers are priced competitively with retail models. As a Microsoft[®] Certified Partner, we configure the Windows[®] operating system residing on the TORO computer to integrate most effectively with TORO irrigation software. That means your central control system will run as smoothly as possible with the least number of software conflicts. Second, we know that your work environment is not a typical office environment, so we design the TORO controller to function optimally in maintenance sheds and other similar facilities. We are perpetually looking for better ways to protect your TORO controller from the extremes of heat and cold and from the influence of dust and dirt. Most importantly, only TORO computers are eligible for NSN's 24-hour replacement service — not a loaner, but a replacement. That means that if your system does fail to operate effectively, you will be back up and running as quickly as possible, with minimum disruption. Using a retail computer may mean watering manually for days or even weeks while the hardware or software problem is diagnosed and waiting for subsequent repair or replacement. One call to NSN solves the finger-pointing that can accompany computer problems of this nature. It is important to remember that your central control system is an investment which includes components other than the computer. A large part of your consideration should be costs related to replacement of interface devices and peripherals that will not be covered by a retail warranty.

I have found a plan I want, what do I need to do next? Call NSN Sales at 1-888-676-8676 (1 for Mark Stockdale or 3 for Malissa Lambert) to request the plan you want. Please leave the following information if you get voice mail: contact name and mailing address; desired plan name; and, desired payment terms. The service agreement and invoice for initial payment will be sent to you as you requested.

Is sales tax charged on the plan purchase? Your local sales tax is charged, if required, on the equipment portion of the plan, and is due with the initial payment. Some states also require sales tax to be charged on the service portion of the plan.

Can I pay by credit card? Toro NSN accepts AMEX[®], VISA[®] and MasterCard[®]. There is a place on the invoice sent with the new agreement for the information required to be entered.

How long does it take to process my renewal? The signed service agreement and initial payment due must be received by Toro NSN to begin processing your renewal. Upon receipt of those items, it usually takes 10-15 business day to process the order.

After I've sent in my check and signed service agreement, how soon can I expect my TORO computer? NSN strives to provide the fastest possible turnaround time for new computers. As soon as we receive your payment and signed service agreement, your order will be processed, and your computer will be custom-built and shipped to you. As a convenience, the shipment tracking can be monitored on the NSN Portal. To ensure rapid service, please be sure that both your check and signed service agreement are sent to NSN at the same time.

When does my NSN coverage begin? Your initial central control coverage begins as soon as you plug in your new TORO computer. When you call NSN Support to receive the unlock code to activate your computer, or when your distributor installs your computer and activates it for you, your coverage begins. When you renew, your NSN coverage begins either at the end of the current support plan cycle, or when your payment and signed service agreement are received by NSN.

What happens if I don't renew my plan now, and later want to get back on NSN? If it has been over 120-days since your NSN service was current, your distributor will first need to do an on-site inspection of your equipment to verify its serviceability. After verification, you can renew with NSN as long as you choose a plan that includes a new computer (not Tower only). This policy is in place to ensure that the covered equipment is in good condition and does not need extensive repairs.

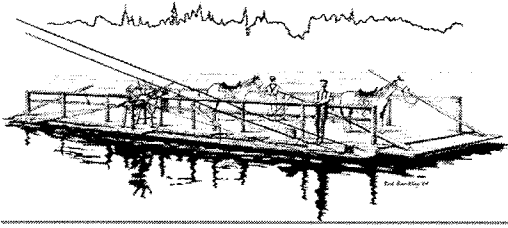
ATTACHMENT A

COMPUTER SYSTEM SPECIFICATIONS FOR RENEWAL PLANS

	COMPONENTS	STANDARD	PREMIUM
These Components are included in the Tower Only Plans	Case	Systium Model 52603EX-25 uATX Micro-Tower, 15 pounds, 13"x5.4"x15.5", Matte	Systium Model 52603EX-25 uATX Micro-Tower, 15 pounds, 13"x5.4"x15.5", Matte
	Power Supply	Systium 450W, PFC, 80Plus, 90 ~ 264Vac, 47~63Hz, 115V@<5.5Arms, 230V@<3.0Arms, MTBF – 100,000 hrs	Systium 450W, PFC, 80Plus, 90 ~ 264Vac, 47~63Hz, 115V@<5.5Arms, 230V@<3.0Arms, MTBF – 100,000 hrs
	Motherboard	AAEON IMBM-H110A Industrial Motherboard, Micro-ITX, LGA1151 socket, Intel H110 Chipset	AAEON IMBM-H110A Industrial Motherboard, Micro-ITX, LGA1151 socket, Intel H110 Chipset
	Processor	Intel Socket LGA1151, 7 th Generation Intel Core i5 (3.4 – 3.9GHz)	Intel Socket LGA1151, 7 th Generation Intel Core i7 (3.6 – 4.2GHz)
	RAM	8.0GB – 1 x DDR4 2400/2133/1867 MHz, Dual Channel, UDIMM. (2 slots, 32 GB max)	16.0GB - 2 x DDR4 2400/2133/1867 MHz, Dual Channel, UDIMM. (2 slots, 32 GB max)
	Audio	Realtek ALC887 (Colay with ALC886) (3) Audio Jacks (Mic-in, Line-in, Line-out)	Realtek ALC887 (Colay with ALC886) (3) Audio Jacks (Mic-in, Line-in, Line-out)
	Network Interface	(2) RJ45 Intel I211AT Giga LAN on rear I/O	(2) RJ45 Intel I211AT Giga LAN on rear I/O
	Primary Storage Device	(1) 256GB Micron SSD	(1) 512GB Micron SSD
	Optical Drive	NONE	NONE
	Expansion Slots	(5) 1 x PCIe [x16], 2 x PCIe [x1] (open edge), 1 x PCI, 1 x M.2 M key)	(5) 1 x PCIe [x16], 2 x PCIe [x1] (open edge), 1 x PCI, 1 x M.2 M key)
	Video/Graphics	Intel HD Graphics (4) 1 x VGA, 1 x DVI-D, 2 x HDMI (Maximum of 2 can be used at the same time) Resolution – VGA/DVI - up to 1920 x 1200 @ 60Hz, HDMI – up to 4096 x 2304 @ 24HZ.	Intel HD Graphics (4) 1 x VGA, 1 x DVI-D, 2 x HDMI (Maximum of 2 can be used at the same time) Resolution – VGA/DVI - up to 1920 x 1200 @ 60Hz, HDMI – up to 4096 x 2304 @ 24HZ.
	Serial (COM) Ports	(6) 1 x RS-232/422/485 Integrated at rear I/O, 1 x RS-232 9 pin single port header, 4 x RS-232 9 pin dual port headers	(6) 1 x RS-232/422/485 Integrated at rear I/O, 1 x RS-232 9 pin single port header, 4 x RS-232 9 pin dual port headers
	USB Ports	(6) 4 x USB 3.0 on rear panel, 2 x USB 2.0 in front	(6) 4 x USB 3.0 on rear panel, 2 x USB 2.0 in front
	PS/2 Ports	(2) 1 x Stack Port (1 x Keyboard, 1 x Mouse)	(2) 1 x Stack Port (1 x Keyboard, 1 x Mouse)
	Backup / Recovery Device, Media, Software	(1) 128GB Flash Drive, Internal (1) 8 GB USB 2.0 Mini Flash Drive (Portable) Second Copy (License Only)	(1) 128GB Flash Drive, Internal (1) 8 GB USB 2.0 Mini Flash Drive (Portable) Second Copy (License Only)
	OS Recovery Device / Software	(1) 128GB Internally mounted USB Flash Drive, Symantec Ghost	(1) 128GB Internally mounted USB Flash Drive, Symantec Ghost
	Operating System	Windows® 10 IOT Enterprise, Embedded, Multi-language, 64 bit	Windows® 10 IOT Enterprise, Embedded, Multi-language, 64 bit
	Antivirus Software	Emsisoft Antimalware (5 year) (<i>License only</i>)	Emsisoft Antimalware (5 year) (<i>License only</i>)
	Speakers	Stereo – On Monitor	Stereo – On Monitor
	Mouse	Logitech MK320 Mouse/Keyboard Combo, Wireless	Logitech MK320 Mouse/Keyboard Combo, Wireless
	Keyboard	Logitech MK320 Mouse/Keyboard Combo, Wireless	Logitech MK320 Mouse/Keyboard Combo, Wireless
	Monitor	24" ViewSonic® LED Wide Screen Flat Panel with speakers	32" ViewSonic® LED Wide Screen Flat Panel with speakers
	Battery Backup	EATON/Powerware 5S1000LCD UPS 1000 (<i>or equivalent</i>) ¹	EATON/Powerware 5S1500LCD UPS 1500 (<i>or equivalent</i>) ¹
Printer	Canon PIXMA iP7220 Series ¹	Canon PIXMA iP7220 Series ¹	
Accessory Kit	See Below **	See Below **	

**Accessory kit contains: 1 – RS-232 in-line surge protection device, 1 - mouse pad, 1 - USB printer cable, 1 – computer power cord, and any other necessary cables and/or software.

This publication supersedes all previous computer specifications for renewal plans and is subject to change without notice.



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: May 2, 2019

RE: **Northwest Elevator Proposal for Quarterly Inspections, routine maintenance and service charges**

Staff has requested proposals from local elevator service companies for the general inspections, maintenance and services needs for the elevator at the Visitor's Center. We received proposals from Otis Elevator Company and Northwest Elevators and after reviewing both, it is my recommendations that we use Northwest Elevator to do our required inspections and general maintenance. The reason for this is because the costs are lower and their travel distance is shorter.

Based on the proposals, Northwest Elevator will conduct the following tasks and associated costs:

- Quarterly Maintenance & State inspections - \$850/ Year or;
- Biannual Maintenance & State Inspections- \$600/Year
- Service Needs
Hourly Rates:
Regular \$250/hour
Overtime \$325/hour
Travel Time \$75/hour (from CDA)
- 5-year test to be estimated when it is needed next (2022)

According to Northwest Elevators, if the elevator isn't used a lot then they suggested the biannual maintenance program. I recommend that we start here and if we need more we can adjust the following year.

If Council would like to review both proposals, I would be happy to submit those to you. Please let me know if you have any questions.

NORTHWEST ELEVATOR & CONTRACTING INC

Estimate

"Idaho's Elevator Company"

9323 N Government Way PMB #103, Hayden, ID 83835

1116 S Vista Ave #113, Boise, ID 83705

Bus (208) 762-4165 Fax (208) 762-4122 Toll Free 1-855-ELEVATR

Public Works Contractor #005942-C-4

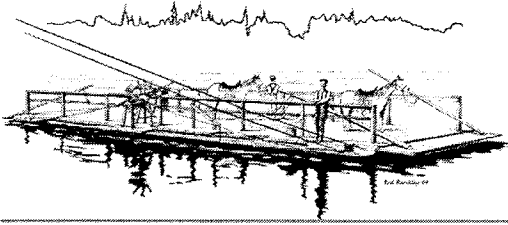
Electrical Contractor #ELE-C-25139

Name/Address
Bonnors Ferry Visitor Center c/o City of Bonnors Ferry PO Box 149 Bonnors Ferry, ID 83805

Date	Estimate No.	Phone
05/01/19	22625	267-4379

Item	Description	Amount
Maintenance Agreement	1-year Maintenance Agreement for 2000lb capacity 2-stop ThyssenKrupp hydraulic elevator located at Bonnors Ferry Visitor Center, Bonner Port St, Bonnors Ferry, ID. State ID #H001629. Includes Annual State Inspection and BI-ANNUAL maintenance. \$600/year	600.00
Maintenance Agreement	1-year Maintenance Agreement for 2000lb capacity 2-stop ThyssenKrupp hydraulic elevator located at Bonnors Ferry Visitor Center, Bonner Port St, Bonnors Ferry, ID. State ID #H001629. Includes Annual State Inspection and QUARTERLY maintenance. \$850/year	850.00
	5-year State Load Test not due until 8/22/22 - Quote provided at that time.	
	Labor Rates: Regular \$250/hour Overtime \$325/hour Travel Time \$75/hour (from Coeur d'Alene)	

Thank you for the opportunity to provide this quote!



CITY OF BONNERS FERRY

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Phone: 208-267-3105 Fax: 208-267-4375

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator *LMA*

DATE: April 29, 2019

RE: Safety Directive Policy- Attachment

The State Insurance Fund, the agency which handles loss control for employers and employees workmen's comp claims, has reached out to the city to offer assistance and training with employee on safety practices as well as mentorship with the administration of employee safety programs. In order to fully utilize their assistance they require the communities in which they assist to adopt a mission statement around safety in the workplace. In working with the State Insurance Fund, the attached Safety Directive Policy has been prepared for consideration by the City Council.

As we begin to work through the development of a safety policy and program, I anticipate that we will start to develop a city wide safety policy and/or programs that are relevant to all employees. Subsequent to this policy, individual departments can adopt their own job specific safety policy. For example, the electric department may adopt relevant safety policies specific to their trade. Any future policy development will come back to Council for consideration and adoption. Additionally, trade specific policies can be memorialized within the Safety Section of our City Policy and Procedure Manual.

If individual council members have questions on the purpose or intent of the Safety Directive Policy, I would be happy to address your questions. Staff is looking for direction from Council on the development of the Safety program, and more specifically the initial step of the Safety Directive Policy. If we do adopt this language, it is my recommendation that it be placed in the Policy and Procedures manual under a new subsection VII, labeled "City Safety Policies and Procedures."

I feel strongly that this policy is a good direction for the City and its employees.

Thank you.

CHAPTER VII- CITY SAFETY POLICIES AND PROCEDURES

SECTION A

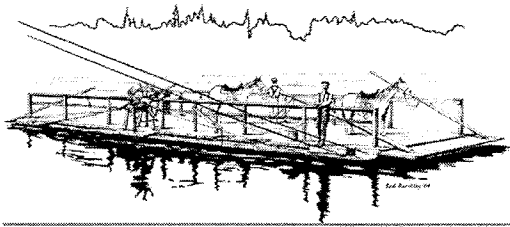
SAFETY DIRECTIVE POLICY – VISION/MISSION STATEMENT

The safety and health of employees at the City is of primary importance. It is the City's goal to provide safe working conditions and operating procedures that will ensure a safe work environment for all employees.

Accidents represent a needless waste of human resources and economic loss. A safe operation conserves human and material resources and is essential to efficient production.

All levels of management and supervision have a primary responsibility to determine safe work procedures and ensure safe working conditions. Supervisors and employees are expected to follow the work methods and procedures established by the city.

These responsibilities can be met only by working continuously to promote safe work practices among all employees and to maintain property and equipment in a safe operating condition. By working together, we can maintain a safe and efficient organization.



CITY OF BONNERS FERRY

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Phone: 208-267-3105 Fax: 208-267-4375

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: May 2, 2019

RE: High 5 Fund Expenditure – BOCO, Little Free Garden & Bike Racks

At the April 16, 2019, High 5 Steering Committee meeting, the committee recommended that the City Council fund the following projects:

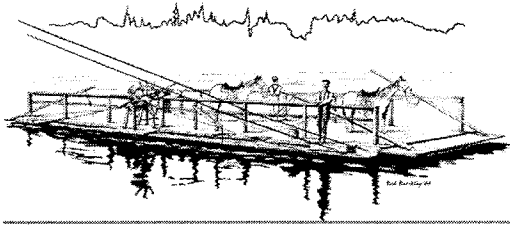
BOCO request for \$710.00: BOCO is shifting from primarily a poverty program to a nutritional information program that emphasizes in good nutrition for all Boundary County children. The request for the above amount is to cover the cost of purchasing the “My Plate” activity sheets, posters, vendor aprons and program information brochures.

Little Free Garden (LFG): \$2,500.00: GROW is requesting funding to create publically accessible small gardens located through-out the City. The garden is planted and maintained by the garden owner but the food grown is intended to be harvested and shared with anyone who wants or needs it. GROW intends to purchase a number of start-up kits and to register the kits with the Little Free Garden project.

Bike Racks \$2,518.04: The City Staff would like to purchase 10 bike racks to be placed around the city as various public gathering spots. Staff has identified at a number of locations that could use bike racks, these location include, the County Fairgrounds-playground area, County Fairgrounds- Tennis Court area, Georgia Mae Plaza, Visitor Center, Riverside Park near bridge abutment, Riverside Park, Pelton Wheel/City Hall, Post Office and other public locations.

We have received a quote from ParkIt Bike Racks to purchase both an M and W style units (see attached image). I am suggesting we purchase at least 5 units which store up to 5 bikes (M style), and 5 units which store up to 7 bikes (W style). The total cost is as provided below and City staff will look to install these at locations decided upon by staff.

Staff included the above projects in the attached spreadsheet showing allocated funds that have been previously approved by City Council as well as remaining funds. Please let me know if you have any questions.



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Phone: 208-267-3105 Fax: 208-267-4375

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: May 2, 2019

RE: High 5 Fund Expenditure – Capital Purchase of Splash Pad

At the April 16, 2019, High 5 Steering Committee meeting, the committee recommended that the City Council fund the capital purchase of the splash pad for an amount of \$55,777.00. This amount is based on the same estimation of costs that staff presented to Council at the March 19, 2019 Council meeting.

Staff is requesting that Council authorize spending High 5 funds in the amount of \$55,777.00 to be used towards the capital expense of the splash pad located at the city pool park.

Attached is a spreadsheet showing the expenditures that have been spent to date. I would be happy to answer any questions you may have regarding this project.

