

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

Bonners 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
Bonners Ferry City Hall
7232 Main Street
267-3105
January 2, 2019
6:00 pm

PLEDGE OF ALLEGIANCE

GUESTS

PUBLIC COMMENTS

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

REPORTS

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

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the December 18, 2018 Council meeting minutes

OLD BUSINESS

NEW BUSINESS

4. City – Consider Annual Contracts with Local Contractors (attachment) {action item}
5. City – Consider the Contracts with Jack Douglas and Tevis Hull for Maternity Leave Prosecution Services (attachment) {action item}
6. Sewer – Consider Pay Request #7 for the Sewer Force Main Bridge Project for \$8,233.00 (attachment) {action item}
7. Electric – Consider the Contract with FCS for Cost of Service Analysis (attachment) {action item}
8. City – Consider Paying International City/County Managers Association Dues for 2019 (attachment) {action item}
9. City – Consider a Special Council Meeting on January 22, 2019 {action item}

ADJOURNMENT

Mayor David Sims called the Council meeting of December 18, 2018 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 Engineer Mike Klaus, City Administrator Lisa Ailport, Fire Chief Dave Winey, Police Chief Brian Zimmerman, City Attorney Andrakay Pluid, Economic Director Dennis Weed, and Clerk/Treasurer Christine McNair. Members of the public present were: Jessica Tingley, Marciavee Cosette, Fred Nystrom, Denise Crichton, Dave Gray, Senator Jim Woodward and Ralph Lotspeich.

Senator Jim Woodward said he was sworn in December 6, 2018. Jim is serving on the finance and education committees. Jim thanked everyone for their support and said he can be contacted anytime at jwoodward@senate.idaho.gov or on his cell phone.

Dave Gray complimented the City on the Christmas Party. He enjoyed seeing so many former students that are now professionals in this community.

Police Chief Brian Zimmerman said the police department is now fully staffed. The two new officers will be on their own in a few months.

Fire Chief Dave Winey said since the last Council meeting there has been one chimney fire and one accident assist.

City Administrator Lisa Ailport said the logging has been completed. Total money received is just under \$90,000. Lisa believes the net total will be around \$78,000. Lisa is hoping to have the final numbers in January 2019. The topography work is in progress for the Wilson Street to Solomon Street. The legal description for the 50 foot right of way deed, for the area between Fry Street and Garden Court, has been presented to the School Board. Once the School Board Trustees and City Council sign the document, it will be recorded and the property will belong to the City. Ron asked about the gates that are currently on the road. Lisa said the road base needs to be evaluated before the road is opened.

City Engineer Mike Klaus presented a slideshow for three projects. 35 yards of concrete were pour for the pool last week. Adam asked if the concrete was poured inside the old walls. Mike said yes. The new pool will be smaller by 16 inches. The well on Dakota Street is currently being drilled. The end of the casing rolled into a rock and the entire casing had to be removed. The well will be approximately 90 feet deep. The test well will be used to monitor the draw down during pumping. The parking area behind City Hall was replaced. An L shaped concrete retaining wall was built with a hand rail. Mike said this will prevent future sloughing. The asphalt will be done in the spring.

Economic Director Dennis Weed said Shopko is going to remain in business. The estimated cost to remove the asbestos in the Albertson's building is \$150,000, which will make it difficult to find a tenant. Ron asked about the previous interested party. Dennis said Albertson's will have to clean up asbestos and provide a good lease. In 2019, two more businesses will be opening, while several businesses hoping to expand.

Lisa Ailport said Clare Marley is working on several applications that will be brought forward next year.

Ron Smith is hoping Selkirks Pend Orielle Transit (SPOT) will be able to finalize the Gold route and have a schedule published soon. David said SPOT is still struggling to get enough match money for the Gold route.

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

Lisa Ailport said the International Selkirk Loop received grant money from Idaho Transportation Department (ITD) for gateway signs for all the cities on the loop. Fred Nystrom, with North Idaho Ironworks, built a prototype for Bonners Ferry. The proposed placement is near the Visitor's Center. The size of the sign is seven feet tall, twelve feet long and four feet deep. Fred presented the prototype. Fred's idea is to wrap metal around the concrete so lights can be installed, powder coating the layers for colors. The layers can remove and re-coated, if necessary. LED lights can be placed between the layers. Mayor Sims asked if different metals will be used. Fred said the possibilities are numerous. Lisa said tonight she wanted Council to decide on a location and a concept for the sign. The next step will be cost estimates. Must be completed by May 2019. Mayor Sims likes the concept and durability. All Council members like the concept. Adam is concerned with the location. Rick Alonzo moved to direct staff to bring forward a contract with North Idaho Ironworks to include the cost estimates. Ron Smith seconded the motion. The motion passed with all in favor.

Fire Chief Winey said Spokane Valley Fire Department is upgrading their self-contained breathing apparatuses (SCBAs). They are considering donating their used SCBAs to our fire department. In order to receive the SCBAs we have to donate our low pressure SCBAs to another fire department. The department we chose is the City of Moyie Springs Fire Department. If Moyie Springs Fire Department does not want the SCBAs, we will donate them to another taxing district. Ron Smith moved to approve the donation of the used SCBAs to the City of Moyie Springs Fire Department. Rick Alonzo seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes, Adam Arthur – yes.

Mike Klaus said the approved change order #2 for S & L Underground for the Sewer Bridge project has not been paid due to an error in the amount submitted. Valerie Thompson moved to approve the revised change order in the amount of \$1,496. Rick Alonzo seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes, Adam Arthur – yes.

Mike Klaus said this is the final payment to complete the Sewer Bridge project. Mike reviewed the project cost summary. Valerie Thompson moved to approve pay application #3 from S&L Underground for the Sewer Bridge project in the amount of \$27,737.05. Adam Arthur seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes, Adam Arthur – yes.

Mike Klaus said there were some delays in obtaining the permits for the well drilling that were not the fault of the contractor. Mike is requesting a contract extension until January 31, 2019. Rick Alonzo moved to authorize the contract extension with Universal Well Drilling through January 31, 2019. Valerie Thompson seconded. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes, Adam Arthur – yes.

Andrakay Pluid said Will Herrington will fill in during her maternity leave for civil legal services. Rick Alonzo moved to approve the contract with Will Herrington for maternity leave coverage for civil legal services. Ron Smith seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes, Adam Arthur – yes.

Police Chief Zimmerman said the most recently purchased 2014 Ford Explorer's transmission is not working. The approximate cost to replace the transmission is \$4,500. Adam asked if this is budgeted. Valerie asked about the surplus pickups. Chief Zimmerman said he is driving the last pickup and prisoners cannot be transported in the pickups. Rick said it is necessary to have the vehicle repaired. Adam asked how many vehicles can transport prisoners. Chief Zimmerman said six including this one. Ron Smith moved to approve the transmission repair for the Ford Explorer for approximately \$5,000. Rick Alonzo seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – no, Adam Arthur – no, Mayor Sims – yes.

Christine requested Council to authorize the Police Chief to approve catering permits, similar to the special event permits. This will eliminate some the Special Council meetings. Mayor Sims said the Idaho Statue does allow Council or its designee to approve catering permits. Rick Alonzo moved to authorize the Police chief to approve catering permits. Ron Smith seconded the motion. The motion passed with all in favor.

Mayor Sims said the first Tuesday in January is on January 1st. The thought is to move the meeting to Wednesday, January 2, 2019. Adam Arthur moved to change the first meeting in January 2019 to the first Wednesday. Valerie Thompson seconded the motion. The motion passed with all in favor.

Lisa Ailport said the invoice from JUB for task #2 is \$234.90 above the previous approved amount. Valerie Thompson moved to approve paying JUB the actual costs for development and submission of the LHRIP grant in the amount of \$2,734.90. Adam Arthur seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes, Adam Arthur – yes.

Lisa Ailport said after JUB entered the numbers for the Surface Transportation Program Rural grant application the total for the project was 3.72 million dollars. The maximum amount allowed to apply for is 2 million dollars. Lisa is recommending not moving forward with submission of the application.

Mayor Sims said the City has worked with Bob Brooks & EES for the Cost of Service Analysis (COSA). It is time to consider another rate increase, since there will be significant capital needs over the next six years. Mike and Lisa met with FCS and were impressed with the level of service they are able to provide. Mayor Sims said there will be a

substantial change to the contract with Idaho Forest Group. Mike said it is important to equitably distribute the cost of doing business. Valerie asked what the primary benefit of choosing FCS is. Mike said FCS has a lot of experience of equitably distributing costs. Mayor Sims said FCS has more resources that will be beneficial to the City. Mike feels their methodology is more defensible. Ron asked if this rate study will be for all of the rate payers. Mayor Sims said it will. Ron asked how long it will take. Mayor Sims said about six to nine months. Adam Arthur moved to direct staff to bring forward a contract with FCS for electrical rate study. Valerie Thompson seconded the motion. The motion passed with all in favor.

The replacement of reels and bearings on the fairway mower was discussed. Lisa said the cost was based on what Ralph said needs to be done. Lisa said this is not routine maintenance, but it needs to be done. Adam asked how old the current reels are. Ralph said five years. Ralph is hoping the new reels will last 10 years. Valerie asked if there is anything that can be done to extend the life of the reels. Ralph said the reels are no longer effective because they are too small. Adam asked if this was budgeted. Lisa said there is not a separate maintenance line item. Mayor Sims said all the expenses are lumped together, they are not broken out individually. Rick Alonzo moved to replace the reels and bearings on the fairway mower. Valerie Thompson seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes, Adam Arthur – yes.

Mayor Sims said all the 2019 beverage license requests are renewals. Rick Alonzo moved to approve the 2019 beverage licenses pending receipt of payment and proper documentation. Ron Smith seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes, Adam Arthur – yes.

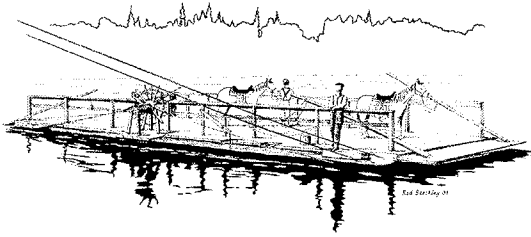
Online payment services was discussed. Christine said currently customers can pay with a credit card online or by phone if they know the amount of their bill. The service offered by Billing Document Specialists will allow the customers to view their account balance and make payments. Mayor Sims said this will be a big improvement for the customers. Valerie Thompson moved to authorize the Mayor to sign a contract with Billing Document Specialists for online payment services. Adam Arthur seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes, Adam Arthur – yes.

Mayor Sims said this is the second part to making the online payment services function. Valerie Thompson moved to add the Billing Document Specialists interface with Black Mountain Software. Rick Alonzo seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes, Adam Arthur – yes.

At 7:16 pm Rick Alonzo moved to enter into executive session pursuant to Idaho Code 74-206, subsection 1(b). Ron Smith seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes, Adam Arthur – yes.

Executive session ended at 8:20pm. No action was taken.

The meeting adjourned at 8:20 pm.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: December 28, 2018
To: City Council
From: Mike Klaus, City Engineer
Subject: **Yearly Contractor Agreements**

Each year the City revises contracts that it has with various contractors in Boundary County. Most of these contracts are with companies that provide excavation and hauling services, as well as water/sewer pipeline work. I recommend that the Council authorize the Mayor to sign the attached contracts with the following contractors:

Mastre Backhoe Service
Mike Kelly Excavating
KG&T Septic Service
Wink, Inc.
P&O Incorporated

Please let me know if you have any questions.

Thank you,

Mike

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Mastre Backhoe Service 610-0714 herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Excavation, Heavy equipment services, and underground utility installation and repair

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from January 1, 2019 and continue until December 31, 2019 unless this Agreement is terminated with thirty (30) days written notice by either party.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

The sum of \$ _____, payable upon receipt of materials, invoice and acceptance by ENTITY.

The sum of \$ 110, per hour for Backhoe work.

The sum of \$ 110, per hour for D5 Dozer work.

The sum of \$ 60, per hour for D5 Dozer rental.

The sum of \$ 110, per hour for 12 Yard Dump Truck work.

The sum of \$ 40, per hour for an additional Labor if required.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$\$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

11. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this 14th day of December, 20 18.

ENTITY:
CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By James Monte
(Name)

By David Sims, MAYOR

Its President
(Title or Office)

ATTEST:
Christine McNair, Clerk

WITNESS:
Michael B. Ward
(Signature of Witness or Notary Public)

Form and content approved by _____ as attorney for _____
(Governmental Entity).

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Mike Kelly Excavating herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Excavation and Heavy equipment services

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from January 1, 2019 and continue until December 31, 2019 unless this Agreement is terminated with thirty (30) days written notice by either party.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

The sum of \$ 140 , per hour for 30,000lb Excavator work.

The sum of \$ 130 , per hour for 16,000lb Excavator work.

The sum of \$ 100 , per hour for Backhoe work.

The sum of \$ 45 , per hour for an additional Labor if required.

The sum of \$ 105 , per hour for 10 Yard Dump Truck work.

The sum of \$ 120 , per hour for H80 Dozer work.

Total not to exceed _____ . See attached bid proposal.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for

damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

11. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

By David Sims, MAYOR

ATTEST:

Christine McNair, Clerk

CONTRACTOR:

By [Signature]
(Name)

Its Owner/President
(Title or Office)

WITNESS:

[Signature]
(Signature of Witness or Notary Public)

Form and content approved by _____ as attorney for _____
(Governmental Entity).

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and KG & T Septic Service 267-5110 herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Excavation, pumping, and portable toilets

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from January 1, 2019 and continue until December 31, 2019 unless this Agreement is terminated with thirty (30) days written notice by either party.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

The sum of \$ _____, payable upon receipt of materials, invoice and acceptance by ENTITY.

The sum of \$ 200.00, per hour for Pumper Truck work, 150.00 minimum.

The sum of \$ 120.00, per hour for Excavator 30,000lb work.

The sum of \$ 95.00, per hour for Excavator 10,000 – 15,000 lb work.

The sum of \$ 110.00, per hour for Dump Truck work.

The sum of \$ 94.00, per month for portable toilet rental

The sum of \$ N/A, per hour for Backhoe work.

The sum of \$ 55.00, per hour for an additional Labor with pick-up if required.

The sum of \$ 45.00, per hour for an additional Labor with-out pick-up if required.

The sum of Actual cost plus 10% for Material if required.

Total not to exceed _____ . See attached bid proposal.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

11. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By _____
(Name)

By _____
David Sims, MAYOR

Its _____
(Title or Office)

ATTEST:

Christine McNair, Clerk

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by _____ as attorney for _____
(Governmental Entity).

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Wink Inc, 290-1378 herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Excavation and heavy equipment services

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from January 1, 2019 and continue until December 31, 2019 unless this Agreement is terminated with thirty (30) days written notice by either party.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

The sum of \$ 140 , per hour for 55,000lb CAT Excavator work.

The sum of \$ 50 , per hour for an additional Labor if required.

The sum of \$ 110 , per hour for 12-14 Yard Dump Truck work.

The sum of \$ 100 , per hour for D6 Dozer or 650 K work.

Total not to exceed _____ . See attached bid proposal.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

11. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this _____ day of _____, 20 _____.

ENTITY:

_____ CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:

By Alvin C. Wink
(Name)

By _____
David Sims, MAYOR

Its Pres.
(Title or Office)

ATTEST:

Christine McNair, Clerk

WITNESS:
Michael B. Klau
(Signature of Witness or Notary Public)

Form and content approved by _____ as attorney for _____
(Governmental Entity).

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and P & O Incorporated (Jeff Ponell 946-3643) herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Excavation and heavy equipment services

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from January 1, 2019 and continue until December 31, 2019 unless this Agreement is terminated with thirty (30) days written notice by either party.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

The sum of \$ 130, per hour for 41,000lb Excavator work.

The sum of \$ 95, per hour for Backhoe work.

The sum of \$ 45, per hour for an additional Labor if required.

The sum of \$ 95, per hour for TD8 Dozer work.

Total not to exceed _____. See attached bid proposal.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$\$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

11. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:

By _____
(Name)

By _____
David Sims, MAYOR

Its _____
(Title or Office)

ATTEST:

Christine McNair, Clerk

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by _____ as attorney for _____
(Governmental Entity).

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into to be effective the ____ day of _____, 2019, by and between the CITY OF BONNERS FERRY, (CITY), a municipal corporation of the State of Idaho and JOHN R. DOUGLAS and TEVIS HULL, with its purpose being to engage the legal services of JOHN R. DOUGLAS and TEVIS HULL (ATTORNEYS) as Prosecuting Attorneys for the CITY during periods that the City Prosecuting Attorney is not available.

WITNESSETH:

WHEREAS, the Mayor and City Council of the City of Bonners Ferry recognize the CITY'S ongoing need for legal services from counsel with experience in the field of criminal prosecution; and,

WHEREAS, the ATTORNEYS have substantial criminal prosecution experience and the skills and resources to respond to the CITY's needs;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and the ATTORNEYS agree as follows:

1.0 ATTORNEY SERVICES. The ATTORNEYS hereby agree to provide the following services to the CITY:

1.1 CRIMINAL PROSECUTION. The ATTORNEYS shall provide coverage of all criminal prosecution files generated by the Bonners Ferry City Police Department as they currently exist and those that are generated during the term of the contract. This shall include drafting of documents associated with said files including, but not limited to, discovery documents, motions, briefing, and warrants. This shall also include all court appearances associated with the files including arraignments, motion hearings, jury or court trials, sentencings, etcetera.

1.2 QUALITY OF SERVICES. The ATTORNEYS shall make their best effort to provide the highest quality legal services necessary to meet the CITY'S needs. ATTORNEYS will perform duties assumed under this agreement in accord with standards of professional conduct in the legal profession. In accordance with such standards, time is of the essence in performance with the terms of this agreement.

2.0 NOT EXCLUSIVE. The agreement shall not be deemed exclusive; the CITY may hire outside legal counsel when specific legal expertise is needed and ATTORNEYS are free to represent other clients.

3.0 TERMS AND PAYMENT FOR SERVICES. ATTORNEYS shall not be employees of the CITY. For all services rendered by the Attorneys under this Agreement, Attorneys shall be entitled to the following compensation and benefits:

3.1 COMPENSATION. The ATTORNEYS shall be compensated a total monthly contract price of \$1,250.00 flat fee to each attorney. If a full month's services are not required, the monthly contract amount shall be prorated from the date of termination of the contract.

3.2 BENEFITS. ATTORNEY is not entitled to any benefits offered other CITY Attorneys.

3.3 WITHHOLDING. The CITY shall not be responsible to withhold from ATTORNEY'S wages the required Attorney PERSI contribution and any required state or federal employment taxes.

3.4 PARALEGAL/SECRETARY. The ATTORNEYS shall provide their own paralegal and secretarial support at no additional cost to the CITY.

3.5 PAYMENT. The CITY will pay the ATTORNEYS monthly in accordance the first month to be paid within thirty days of the start date of work and then every thirty days thereafter.

3.6 EXPENSES. The CITY shall cover the costs of all copying required under this contract and shall provide ATTORNEYS access to CITY copying equipment as necessary. CITY shall also cover the cost of any postage required by ATTORNEYS in fulfilling the terms of this contract. ATTORNEYS shall coordinate with city staff on postage costs.

3.7 MISCELLANEOUS EXPENSES. The CITY shall cover the costs of all expenses necessary to prosecution as the parties deem appropriate as agreed to in advance of incurring such expenses, i.e. expert witness fees, trial expenses, etcetera. Requests for expenditures shall be made to the Office of the City Clerk for approval by City Council as necessary.

4.0 TERM OF EMPLOYMENT. The term of employment shall be three (3) months from the date of beginning. In the event of early termination or unforeseen extension of the contract, the ATTORNEYS shall be entitled to be compensated for the time worked as calculated by a prorated amount of the monthly sum listed above, but shall not be entitled to any lump sum severance package.

5.0 COMMUNICATIONS. The CITY shall provide to the ATTORNEYS all criminal files and document forms necessary to complete the terms of this contract and the City Police Department shall maintain all communications necessary with ATTORNEYS for the purpose of effective prosecution of all criminal cases.

6.0 GOVERNING LAW. This agreement shall be governed and interpreted in accordance with the laws of the State of Idaho. Jurisdiction for resolution of disputes arising from performance of this agreement shall rest with the courts of the State of Idaho with venue lying in Boundary County. Should legal action be necessary to enforce the terms of this agreement, the prevailing party shall be entitled to its reasonable costs and attorney's fees.

7.0 DISPUTE RESOLUTION. The ATTORNEYS agree that they will not bring suit against the CITY concerning events arising out of the performance of this agreement except for non-payment of compensation or for intentional wrongful conduct which harms the ATTORNEYS. The CITY'S right to recover against the ATTORNEYS shall be limited to causes of action related to intentional conduct adverse to the CITY'S interest, or to ATTORNEYS' failure to perform duties assumed under this agreement.

8.0 THIRD PARTY CLAIMS. To the extent of other third party claims or causes of action, the CITY agrees to hold the ATTORNEYS harmless and the ATTORNEYS agree to cooperate fully in the mutual defense of such claims or causes of action. The ATTORNEYS shall be added to any insurance currently providing errors and omissions insurance for CITY officials or Attorneys. The CITY will provide a defense for ATTORNEYS to any third party action in the same manner and to the same extent as provided for Attorneys pursuant to Idaho Code Section 6-903 with a subsequent right of recovery against ATTORNEYS limited by the provisions of this agreement.

9.0 ADDRESSES. Addresses of the parties for all purposes under this agreement shall be as follows:

City of Bonners Ferry	JOHN R. DOUGLAS	TEVIS HULL
C/O City of Bonners Ferry	<hr/>	95 Tamarack Lane
PO Box 149	Bonnors Ferry, ID 83805	Sagle, ID 83860
Bonnors Ferry, ID 83805		

Any party may, from time to time, change their address by giving the other party written notice.

10.0 NONWAIVER; SEVERABILITY; ENTIRE AGREEMENT.

10.1 Failure of any party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

10.2 In the event that any provision of this agreement shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force and effect.

10.3 This document constitutes the entire Agreement between the parties and can only be modified or amended in writing by the parties.

IN WITNESS WHEREOF, the CITY, by and through its officers, and the ATTORNEYS have set their respective hands on this agreement the day and year first set forth above.

CITY of BONNERS FERRY

(seal)

David Sims, Mayor

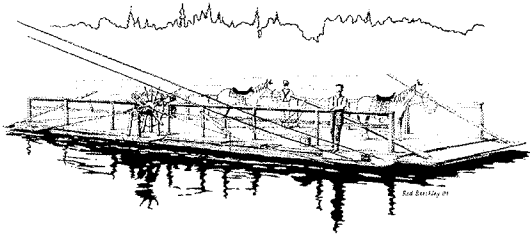
Attest:

Christin McNair, City Clerk

ATTORNEYS:

John R. Douglas

Tevis Hull



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: December 28, 2018
To: City Council
From: Mike Klaus, City Engineer
Subject: Sewer Department - Suspension Bridge Sewer Forcemain
Replacement Project - CDBG Request for Funds #7 - Final

Attached is Community Development Block Grant Request for Funds #7 for \$8,233. The requested funds will pay the final PAC administrative fees related to the sewer bridge project. I recommend that the Council approve the Mayor to sign the ICDBG program request for funds.

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

December 18, 2018

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

RE: CDBG Request for Funds #7 – FINAL and Final Closeout Report
City of Bonners Ferry Sewer Force Main Bridge Crossing Project – ICDBG-16-I-09-PF

Dear Christine:

Enclosed for the City's processing is the Request for Funds and Final Closeout Report, which contains the following:

1. **Explanation of Duplicate Request for Payment.** This letter explains the duplicate payment the City received. It has already been signed by Mayor Sims and needs to be included in the package sent to the Idaho Department of Commerce.
2. **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.
3. **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.
4. **Closeout Agreement. PRINT TWO.** Mayor Sims must sign and date two originals of this document.
5. **Final Performance Report. PRINT TWO.** Mayor Sims must sign and date two originals of this document.
6. **Final Financial Report. PRINT TWO.** Mayor Sims must sign and date two originals of this document.
7. **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.
8. **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.

Ms. Christine McNair, City Clerk
City of Bonners Ferry
December 18, 2018
Page 2

9. **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 (less the extra Closeout Agreement and Final Performance and Financial Reports) for your records. You can keep the original Financial Disbursement Form and the Project Re-Cap/Summary documents.
2. Mail the following to Tony Tenne, Idaho Department of Commerce, 700 W State Street, PO Box 83720, Boise, ID 83720-0093:
 - 1 copy – Financial Disbursement Form
 - 1 copy each – Project Re-Cap & Financial Summary
 - 2 originals – Closeout Agreement
 - 2 originals – Final Performance Report
 - 2 originals – Final Financial Report
 - 1 original – Request for Funds
 - 1 original – CDBG Progress Report
 - 1 copy – PAC Invoice
3. Scan and email only the signature pages to me (or copy and mail).
4. Once the funds are received, complete the bottom section on the Financial Disbursement form, sign it and return the original to me. The Idaho Department of Commerce will send me a copy of the Final Closeout and Financial Reports.

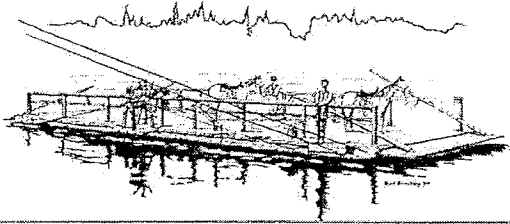
Please call me if you should have any questions.

Sincerely,



Rilie Beatty
Programs Specialist

Enclosures: as stated



CITY OF BONNERS FERRY

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

November 28, 2018

Idaho Department of Commerce
Attn: Tony Tenne
700 W. State Street
PO Box 83720
Boise, ID 83720

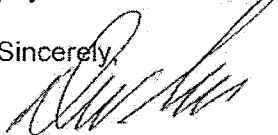
Re: Explanation of duplicate request for payment

Dear Tony,

The City of Bonners Ferry went through staffing changes with the City Clerk position. With the quick change over, it was unknown as to where the previous Clerk left off sending CDBG Pay Requests to the Idaho Department of Commerce. Rilie Beatty, our certified Grant Administrator met with the new clerk, Christine McNair, regarding grant requirements; however in the time of training for Christine to begin a new position, there were two pay requests that were inadvertently submitted twice. These were Pay Request #3 for project #ICDBG-17-I-19-PF (Sewer Force Main Bridge Crossing) and Pay Request #5 for project #ICDBG-17-I-25-PK (City Swimming Pool Repairs). The first time Commerce received them was on September 20, 2018 and paid on September 27, 2018; the second time Commerce received them on October 1, 2018 and paid on October 4, 2018.

Since the City has received these funds twice, PAC will adjust their next invoice to us to reflect the payments made before we submit the next pay request to the Department of Commerce.

Sincerely,



David Sims
Mayor

Financial Disbursement Form

City of Bonners Ferry
Sewer Force Main Bridge Crossing Project
ICDBG-17-I-19-PF

Request for Funds #: 7-FINAL
Report period: November 1- December 18, 2018
Date: December 18, 2018

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	Previously rec'd ICDBG	
12.01.18	7-FINAL	Panhandle Area Council	8,233.00	6,983.00		1,250.00	Administration
TOTAL REQUEST FOR FUNDS:			8,233.00	6,983.00	0.00	1,250.00	

To be completed for receipt & disbursement of ICDBG funds:

ICDBG Funds Received: \$ _____

Date Funds Received: _____

Disbursed To: Panhandle Area Council	For: Admin	Check No.:	Date Disbursed:	Amount:
--	----------------------	-------------------	------------------------	----------------

TOTAL DISBURSEMENTS: \$ 8,233.00

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

I certify that the information above is correct.

Submitted by: _____ Date: _____

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

City of Bonners Ferry Sewer Force Main Bridge Crossing Project
 ICDBG-17-1-19-PF
PROJECT RE-CAP

To	Line Item Category	Invoice #	Invoice Date	ROUNDED	City Cash	TOTAL
MODIFIED WORKING BUDGET				340,000.00	342,152.00	682,152.00
Grant Writing & Repairs	Planning				8,165.00	8,165.00
Panhandle Area Council	Administration	1	05.02.18	8,500.00		8,500.00
JUB	Engineering	112486	11.08.17		3,000.00	3,000.00
JUB	Engineering	113820	01.09.18		26,625.00	26,625.00
PR 1	Engineering	114582	02.13.18	11,658.00	(0.13)	11,657.87
JUB	Engineering	115168	03.06.18	24,247.00	0.47	24,247.47
JUB	Engineering	115818	03.30.18	14,604.00	(0.47)	14,603.53
PR	Panhandle Area Council	2	06.13.18	1,250.00		1,250.00
Panhandle Area Council	Administration	3	08.08.18	2,500.00		2,500.00
JUB	Engineering	116752	05.14.18	7,797.00	79.15	7,876.15
JUB	Engineering	117239	06.06.18	1,565.00	(0.08)	1,564.92
PR	Panhandle Area Council	4	08.27.18	1,250.00		1,250.00
Panhandle Area Council	Administration	5	09.30.18	6,283.00		6,283.00
PR 5	S&L Underground	1	09.28.18	215,213.00		215,213.00
Panhandle Area Council	Administration	6	11.08.18	5,984.00		5,984.00
S&L Underground	Construction	2	10.27.18	23,197.00	254,393.95	277,590.95
JUB	Engineering	118091	07.18.18	2,295.00	(0.31)	2,294.69
JUB	Engineering	118684	07.31.18	1,378.00	(0.06)	1,377.94
JUB	Engineering	119437	09.10.18	1,817.00	0.62	1,817.62
JUB	Engineering	120103	10.01.18	2,229.00	3,381.31	5,610.31
JUB	Engineering	120848	11.02.18		4,807.01	4,807.01
PR 7	Panhandle Area Council	7-FINAL	12.01.18	8,233.00		8,233.00
City Labor	Construction				137,057.75	137,057.75
TOTALS TO DATE				340,000.00	437,509.21	777,509.21
BUDGET REMAINING				-	(95,357.21)	(95,357.21)

Information Regarding Closeout Documents

Send to Idaho Department of Commerce, Division of Industry and Community Services:

1. Two signed* originals of the Closeout Agreement (pages III-23).
2. Two signed* originals of the Final Performance Report (pages III-25-28).
3. Two signed* originals of the Final Financial Report (pages III- 29-30).
Includes the following attachments:
 - current disbursement report,
 - final progress report, and
 - final CDBG Request for Funds.

***Note: All documents must be signed by the chief elected official. Upon Commerce approval of the Closeout Documents one original will be maintained by Commerce, one original will be returned to the Grantee, and copies will be electronically sent to the Grant Administrator.**

Closeout Agreement

This Agreement made by and between Idaho Department of Commerce (IDC) and the City of Bonners Ferry.

In reliance upon, and in consideration of mutual representations, IDC and the Grantee agree to close project number ICDBG-17-I-19-PF without a final grant audit. Since costs have been incurred subsequent to the audit report performed by Anderson Bros. CPA for the period of 10/01/2017-09/30/2018, the Grantee agrees to remit to final audit for Fiscal Year ending 09/30/2019. Further, it is agreed the amount of any costs that are disallowed by the final audit will be remitted to Idaho Department of Commerce.

Idaho Department of Commerce

City of Bonners Ferry

Signature

Signature

Dennis Porter
Typed Name

David Sims
Typed Name

Manager
Title

Mayor
Title

Date

Date

Final Performance Report

Grantee City of Bonners Ferry Contract Number ICDBG-17-I-19-PF

Project Type: PF ED SR/CC Other

National Objective: LMI Slum & Blight IM Threat

Prepared By: Rilie Beatty Date December 18, 2018

Project Activities: Provide a detailed narrative paragraph (at least 1/3 page) for the completed activities.

Grant Administration:

The City advertised for RFP's for Administration Services for a three-year period on August 25, 2016 and September 1, 2016. Two proposals were received, one from Panhandle Area Council and one from Stephen Drinkard. Mike Klaus, Lisa Ailport and Kris Larson interviewed and evaluated both candidates. Based on the Evaluation Rating Sheets, Panhandle Area Council (PAC) was deemed to have submitted the highest-ranking proposal. PAC and Stephen Drinkard were notified of the results via phone on September 22, 2016. A three-year term for grant writing and administration Professional Services Contract was executed on October 1, 2016. Task Order #1 to the Contract was executed on November 7, 2017.

Design Professional:

The City advertised for Statements of Qualifications for the purpose of establishing a preapproved list for professional design and engineering related services. The advertisement was published on March 10, 17, and 24, 2016. The term for which the preapproved list was to be utilized for requested services was through December 31, 2017. A Contract with J-U-B Engineers, Inc. was executed on October 2, 2017.

Construction:

The City advertised for separate sealed bids for two weeks on March 29 and April 5, 2018. Bids were due to be submitted to the City by 2:00pm April 25, 2018, where bids were then publicly opened and read aloud. A non-mandatory pre-bid conference was held at the City Hall at 10:00am on April 11, 2018. Four bids were received, S&L Underground, Inc. was determined to be the lowest responsive bidder and Notice of Award was issued May 3, 2018. The Construction Contract was executed on May 8, 2018, with the Notice to Proceed following on September 4, 2018. The total contract amount was for \$519,045.00. There were 2 Change Orders on this project. The Certificate of Substantial Completion is dated October 18, 2018.

Environmental Review:

PAC conducted the Environmental Review, the determination was an Environmental Assessment with a Finding of No Significant Impact on January 25, 2018. The Department of Commerce issued concurrence on March 20, 2018 with mitigation measures required for and included in the construction contract. The Environmental Review Record was located at City Hall for public review. Comments were received from the following agencies: Idaho Department of Environmental Quality, Idaho State Historical Society, United States Army Corps of Engineers, United States Fish and Wildlife, and Idaho Fish and Game.

Labor Standards:

The CDBG Construction Bid Document Review Certification was completed by PAC on March 14, 2018. A non-mandatory pre-bid meeting was held at City Hall on April 11, 2018. A 10-day wage rate determination update was performed on April 16, 2018. A Debarred Check was performed, and clearance given on S&L Underground on April 30, 2018. A pre-construction conference was held at City Hall on August 20, 2018. S&L Underground completed the Contractor's Certification and there were no subcontractors on the project. There were no additional wage classification requests. Five employee interviews were conducted with S&L Underground employees. There were no corrected payrolls required, and no restitution payments required.

Citizen Participation:

The City's Citizen Participation Plan is dated and effective November 4, 2014. Public Hearing notices were published in the Bonners Ferry Herald. The first Public Hearing was held on November 1, 2016. The mid-construction public hearing was held on October 23, 2018 at 6:00pm. Minutes for both meetings are included.

Acquisition:

There was no acquisition as part of this project.

Section 3:

The Steps to Comply with Section 3 form was completed by Shem Johnson, President of S&L Underground on October 18, 2018. There were no new hires, and no Section 3 businesses contracted. Section 3 Summary Report was completed by PAC and submitted to the Idaho Department of Commerce on November 28, 2018.

Disadvantage Business Enterprise (DBEs):

A Contractor/Subcontractor Activity Report was completed for S&L Underground, there were no subcontractors on this project; there were no minority contractors on the project.

Limited English Proficiency (LEP):

The City completed a four-factor analysis prior to application, on July 28, 2016. It was determined that a Language Access Plan was not required. The City continues to implement action items and activities as determined by its four-factor analysis.

Fair Housing:

The grant agreement states that the grantee needed to proclaim April 2018 as Fair Housing Month, publish their Fair Housing Resolution, publicly display fair housing information and implement action items from their 2016 Fair Housing Assessment. The City proclaimed April as fair housing month on February 6, 2018. The City published their Fair Housing Resolution on August 10, 2017. Fair housing information is publicly displayed on the City's bulletin board inside City Hall. The City updated their Fair Housing Assessment on October 25, 2018, and action items from the 2016 plan were also reviewed and updated.

ADA/504:

The grant agreement states that the grantee needed to update its existing 504/ADA Transition Plan and publish its Nondiscrimination regarding Disability Policy. The City updated their transition plan, and it was approved by City Council on November 6, 2018. The Public Notice on Nondiscrimination was published on May 3, 2018; the newly required Notice Under the Americans with Disabilities Act, which replaces the Notice on Nondiscrimination, was published on October 4, 2018.

Project Benefits

A. Construction Scope of Work

1. Actual (Provide narrative of the actual scope of work completed.)

Removed the existing 8-inch diameter asbestos-cement pipeline and insulation and replaced it with two 6-inch diameter, insulated PVC pipelines. Removed the existing walkway grating (x2) and installed new walkway grating down the center of the bridge. Installed all underground piping, fittings, and valves to connect the new forcemains to the existing system. City Lift Station #2 and Lift Station #5 now have a dedicated pipeline (forcemain) across the suspension bridge. The new system is configured such that flow from both lift stations can be routed through a single pipeline, if needed.

2. Numerical Accomplishments (Complete the following grid.)

Add additional activities if not listed below	Actual Accomplished (Linear feet, Square feet, Size or Numbers)
Other – Sewer Forcemain	1,711 linear feet
Other – Sewer Forcemain Insulation	1,640 linear feet
Other – Sewer Forcemain Valves	7 each
Other – Walkway Grating	782 linear feet

Final Performance Report

B. National Objectives (Select actual national objective met and include numerical value.)

X **LMI Area Benefit**
 #Population to Benefit 1,615
 #LMI Population to Benefit 1,025

 Slum and Blight Benefit
 #Population to Benefit

 LMI Limited Clientele
 # Population to Benefit

 Imminent Threat Benefit
 #Population to Benefit

 LMI Housing
 # Affordable Housing Units
 # LMI persons

 LMI Jobs
 # of Jobs Created
 # of LMI Jobs Created

Final Performance Report

C. Project Schedule

Identify the contract date the activity was to have been completed then identify the actual date the activity was completed.

Activity	Contract Date	Actual Date*
Grant Administrator Procured	Complete	November 7, 2017
Design Professional Procured	Complete	October 2, 2017
Environmental Completed	March 2018	March 20, 2018
Bid Opening	May 2018	April 25, 2018
Construction Started	July 2018	September 10, 2018
Construction Substantial Completion	September 2018	October 18, 2018
Fair Housing Assessment Plan	August 2018	October 25, 2018
504 Transition Plan	August 2018	November 6, 2018
Limited English Proficiency Analysis	July 2016	July 28, 2016

***If actual dates vary from the contract dates, explain the difference.**

Construction started and ended later than original dates due to the option given to the Contractor to begin later as long as they could complete construction no later than October 31, 2018. The Fair Housing Assessment and 504 Transition Plan were delayed due to changes in City staffing and PAC staffing.

CERTIFICATION:

I, the undersigned, do hereby certify that the information contained in this report is true and correct and accurately reflects the accomplishments of the grant project.

Signature of Chief Elected Official

Title

Date

Final Financial Report

Grantee: City of Bonners Ferry Contract Number: ICDBG-17-I-19-PF

CDBG Award Amount \$340,000 Prepared By: Rilie Beatty Date: December 18, 2018

I. Matching Funds

A. Match Expenditure - In the table below, please list those matching funds identified in the grantee's CDBG contract or latest contract amendment.

Source of Funds	Amount Pledged	Actual Spent	Difference
USDA-RD Grant			
EDA Grant			
Other Fed Grant			
DEQ Grant			
ITD Grant			
Dept. Water Res Grant			
Other State Grant			
Foundation Grant			
Bond/Loans			
Local Cash	\$342,152.00	\$437,509.21	\$95,357.21
Local In-Kind			
Volunteer			
Donations			
Other			
Other			
Other			
Total			

B. Match Expenditure Differences - If applicable, list by item those matching sources not fully spent and explain why the funds were not fully expended.

C. Volunteer/In-Kind/Force Account - If applicable, describe the processes used to track and value the labor used.

II. Financial Services - Please list the name, address and phone numbers for the following:

	Name	Address	Phone Number
Auditor	Anderson Bros. CPA	1810 E. Schneidmiller Ave. Ste. 310 Post Falls, ID 83854	208-777-1099
Bank	Mountain West Bank	PO Box 1059 Coeur d'Alene, ID 83816	208-267-5313

III. Final Payment Request

Step One Attach Disbursement Report Form and Final Progress Report form.

Step Two Fill out the standard CDBG Request for Funds form and in the request number box write FINAL and attach it to this report.

Step Three If the grantee plans to close the grant with unexpended grant funds, please type the amount to be returned in Section V of this report.

IV. Certification of Recipient and Special Conditions

It is hereby certified that all activities undertaken by the Recipient with funds provided under the contract agreement number ICDBG-17-I-19-PF have, to the best of my knowledge, been carried out in accordance with the contract; that proper provision has been made by the Recipient for the payment of all unpaid costs and any unsettled third-party claims; that Idaho Department of Commerce is under no obligation to make any further payment to the Recipient under the contract in excess of the amount identified in "Final Request for Funds" dated December 18, 2018, hereof; and that every statement and amount set forth in this document is true and correct as of this date.

Special Conditions:

Signature of Chief Elected Official

Date

David Sims, Mayor
Typed Name and Title of Chief Elected Official

V. Idaho Department of Commerce

This Certificate of Completion is hereby approved; therefore, I authorize cancellation of the unutilized contract commitment and related funds reservation and obligation of \$_____.

Signature of IDC Authorized Official

Date

Dennis Porter, Manager

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-I-19-PF		Contact Person Rillie Beatty		Phone 208-772-0584 x3006	
Address	PO Box 149, Bonners Ferry, ID 83805		Report Period Nov 1-Dec 18 2018		Date of Request 12/18/18		Request # 7-FINAL	
	1 CDBG Budget	2 Total of Previous Requests	3 Program Income Earned	4 Total Funds Requested + Program Income Col 2 + Col 3	5 Total Funds Dispersed	6 Unexpected Balance of Funds Req. + Program Inc. Col 4 - Col 5	7 Accrued (unpaid) Bills & Costs	8 Current Requests for Funds Col 7 - Col 6
Administration	\$34,000	\$27,017	\$0	\$27,017	\$25,767	\$1,250	\$8,233	\$6,983
Design Professional	\$67,590	\$67,590	\$0	\$67,590	\$67,590	\$0	\$0	\$0
Construction	\$238,410	\$238,410	\$0	\$238,410	\$238,410	\$0	\$0	\$0
TOTALS	\$340,000	\$333,017	\$0	\$333,017	\$331,767	\$1,250	\$8,233	\$6,983

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

David Sims

Title

Mayor

CDBG PROGRESS REPORT

Grantee: City of Bonners Ferry	Sub-recipient: N/A	Report No.: 7-FINAL
Grant No. ICDBG-17-I-19-PF	Report Period: From <u>Nov 1, 2018</u> To <u>Dec 18, 2018</u>	Design Professional: Identify current phase <input type="checkbox"/> Design Phase <input type="checkbox"/> Bidding Phase <input type="checkbox"/> Pre-Construction Phase <input type="checkbox"/> Construction Phase <input checked="" type="checkbox"/> Post Construction Phase
Construction Status: Narrative on construction activities (max 3 sentences). Attach photos if available. Grant Administration 100% complete. Engineering 89% complete. Percentage of construction complete 100%		

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:	Admin – 08.25.16 AE - 2016	Admin – 08.25.16 AE - 2016
Grant Admin Contract:	10.01.16	12.29.17
Design Professional Contract with CDBG attachment:	03.15.18	03.15.18

ENVIRONMENTAL	Completion Date	Date Submitted to Commerce
Environmental Review Record:	01.24.18	02.21.18
Commerce Approval: Date: 03.16.18		

CIVIL RIGHTS PROGRESS	Completion Date	Date Submitted to Commerce
Excessive Force Policy:	11.21.14	08.09.17
EEO Policy Statement:	09.28.17	04.08.18
Grievance Procedure:	09.15.15	11.18.16
Grantee EEO Poster (identify location): City Hall		
Contractor/Subcontractor Activity Report:	11.15.18	11.28.18

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:	03.14.18	03.27.18
Bid (published) Notices:	03.29.18 04.05.18	05.03.18
Ten Day Wage-Rate Update:	04.16.18	04.16.18
*Bid Tabulations:	04.26.18	04.30.18
Debarred List Checked:	04.30.18	04.30.18
Preconstruction Conference: Minutes and Checklists	08.20.18	08.21.18
*Notice to Proceed:		10.03.18
*Construction Contractor's Contract:	05.08.18	09.26.18
*Performance Bond and Payment Bond and Insurance Certification:	05.08.18	09.26.18
Steps to Comply with Section 3:	10.18.18	11.15.18
*Certificate of Substantial Completion:	10.18.18	10.31.18
Section 3 Summary Report:	11.15.18	11.28.18

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) 09.25.17
Fair Housing Assessment:	10.25.18	11.15.18
Display Fair Housing Information: (Identify Location) <ul style="list-style-type: none"> • Posters City Hall • Fair Housing Resolution City Hall • IHFA Accessibility Brochure <u>N/A</u> 		

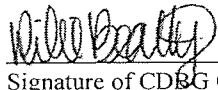
SECTION 504 PROGRESS	Completion Date	Date Submitted to Commerce:
Non-Discrimination Policy Adopted: Location	04.17.18	04.24.18
Grievance Procedure Established:	04.17.18	04.24.18
504 Self-Evaluation/Update Completed:	11.06.18	11.15.18
504 Transition Plan/Update Completed:	11.06.18	11.15.18
Effective Communication 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 	10.23.18	11.28.18

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

208-772-0584x3006
Phone

12/18/2018
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: \$6,983.00 *Paid to Date:* \$586,160.58

History of Request for CDBG Funds

Request for Funds # 7-FINAL

<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	06.11.18	06.11.18	06.13.18	32359 -	\$8,500.00 \$50,509.00	Panhandle Area Council Reimbursement to City
2	06.21.18	06.21.18	08.13.18	32442	\$1,250.00	Panhandle Area Council
3	09.17.18	09.17.18	09.25.18 06.21.18	32887 32397	\$2,500.00 \$9,362.00	Panhandle Area Council Reimbursement to City
4	10.01.18	10.01.18	09.18.18	32861	\$1,250.00	Panhandle Area Council
5	10.29.18	10.29.18	11.07.18 10.03.18	33062 32920	\$6,283.00 \$215,213.00	Panhandle Area Council Reimbursement to City
6	Funds not yet received from the State		12.05.18 11.08.18 08.08.18 08.09.18 11.07.18 11.07.18	33186 33086 32603 32649 33050 33050	\$5,984.00 \$277,590.95 \$1,377.94 \$2,294.69 \$1,817.00 \$2,229.00	Panhandle Area Council S&L Underground JUB JUB JUB JUB

**ATTACHMENT B:
LABOR STANDARDS UPDATE**

Location of Wage Decision and Poster	Attached to project sign at project site							
Labor Standards Enforcement Report/ Supporting Documentation	N/A							
No. Interviews Completed Total	5							
Required Apprenticeship Forms Submitted to IDC	N/A							
Apprentices	0							
No. Payrolls Reviewed	3							
Fringe Paid in Cash	Y							
Fringe Paid to Plan	N							
No. of Payrolls on File	3							
Authorized Signature Form Sent to IDC	Y							
Authorized Signature Form Executed	Y							
Subcontract/Contract Certifications Sent to IDC	Y							
Subcontract/Contract Certifications Executed	Y							
Contractor/Subcontractor	S&L Underground							



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

INVOICE

Date: December 1, 2018
Period: November 1, 2018 **To** December 18, 2018
Number: 7-FINAL
Project: Bonners Ferry Sewer Force Main Bridge Crossing Project - ICDBG-17-I-19-PF
To: City of Bonners Ferry
 PO Box 149
 Bonners Ferry, ID 83805
Remit to: Panhandle Area Council
 11100 N Airport Drive
 Hayden, ID 83835

The following activities were completed in accordance with the Scope of Work in the Professional Services Contract dated October 1, 2016 and ending on September 30, 2019.

Activity		Subtotal	Totals
Project Set-Up	100% Complete	\$ -	
Environmental	100% Complete	\$ -	
Labor Monitoring	100% Complete	\$ 4,733.00	
♦ Conduct labor interviews			
♦ Attend construction meetings			
Project Monitoring	100% Complete	\$ 1,250.00	
♦ Prepare November pay request			
Civil Rights-Equal Access	100% Complete	\$ 250.00	
♦ Complete Section 3 Summary Report and Contract Activity Report			
Fair Housing Plan	100% Complete	\$ 150.00	
♦ Finalize Fair Housing Plan			
504/ADA Plan	100% Complete	\$ 150.00	
♦ Finalize 504/ADA Plan			
Project Closeout	100% Complete	\$ 1,700.00	
♦ Complete project closeout documents			
Balance Due:		\$ 8,233.00	

Contract:	\$ 34,000.00
Received to Date:	\$ 25,767.00
Outstanding:	\$ -
Contract Balance Before This Invoice:	\$ 8,233.00
Balance Due This Period:	\$ 8,233.00

PROFESSIONAL SERVICES AGREEMENT

Between

City of Bonners Ferry & FCS

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and FCS herein "CONTRACTOR".

The parties agree as follows:

1. SCOPE OF WORK: ENTITY engages CONTRACTOR to perform the work associated with the scope of service as set forth in Exhibit "A" attached hereto.

2. PAYMENT: ENTITY agrees to pay CONTRACTOR for his services rendered under this Agreement an amount not to exceed the total sum of \$[Insert contract amount] without prior City Council approval for said services rendered. The parties agree that CONTRACTOR will invoice ENTITY for payment under this Agreement for services rendered herein.

3. RIGHT OF CONTROL: ENTITY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.

5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

6. LICENSES AND LAW: CONTRACTOR represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS: Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

8. WORKER'S COMPENSATION: CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: This contract will run from the date of signature through completion of the work described.

11. WARRANTY: CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

12. INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the negligent act and/or any negligent performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

13. INSURANCE: CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000, which shall name and protect CONTRACTOR, all CONTRACTOR's employees, ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR's acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and said require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

14. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

16. ENTIRE AGREEMENT: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

19. TERMINATION: This Agreement may be terminated by the CONTRACTOR with thirty (30) days notice given to the ENTITY. ENTITY may terminate the Agreement with written notice given to the CONTRACTOR. ENTITY shall compensate CONTRACTOR for work completed up unto the date of termination unless material breach of the Agreement is alleged by ENTITY.

DATED this _____ day of _____, 20_____.

ENTITY:

CONTRACTOR:

CITY OF BONNERS FERRY

By _____

David Sims, Mayor

Its _____

ATTEST:

WITNESS:

Christine McNair, Clerk

Form and content approved by Andrakay Pluid, as attorney for the City of Bonners Ferry.

FORM 112

SECTION (12): INDEMNITY AND INSURANCE PROVISIONS

As respects acts, errors or omissions in the performance of professional services, CONTRACTOR agrees to indemnify and hold harmless ENTITY, its officers, employees, and ENTITY-designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONTRACTOR's negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.

As respects all acts or omissions which do not arise directly out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at ENTITY's option), and hold harmless ENTITY, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR's subcontractors, if any) negligent performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of ENTITY.

Without limiting ENTITY's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Worker's compensation insurance as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
3. Comprehensive automobile liability coverage including, as applicable, owned, nonowned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
4. Professional liability insurance coverage, including contractual liability, in an amount not less than One Million Dollars (\$1,000,000.00), and CONTRACTOR shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four- year period, CONTRACTOR shall use CONTRACTOR's best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

ENTITY is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in ENTITY's best interest.

Each insurance policy required by this Agreement shall contain the following clauses:

1. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the _____ of ENTITY.

2. It is agreed that any insurance maintained by ENTITY shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability, shall contain the following clause:

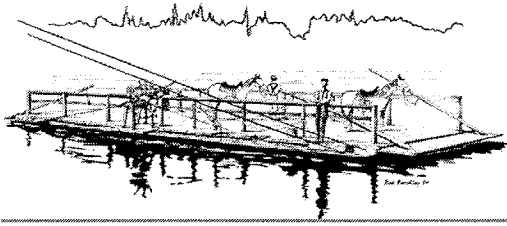
ENTITY, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with ENTITY. Prior to commencing any work under this Agreement, CONTRACTOR shall deliver to ENTITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONTRACTOR shall provide to ENTITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by ENTITY, it shall be CONTRACTOR's responsibility to see that ENTITY receives documentation acceptable to ENTITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, ENTITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies ENTITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, ENTITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof.
 - b. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies ENTITY may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's, or its subcontractor's, performance of the work covered under this Agreement.



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: December 27, 2018

RE: International City/County Managers Association (ICMA) Dues

2019 ICMA membership dues are due in January and I am hopeful that Council will help support the cost of this membership. ICMA has been a tremendous asset for me since stepping into the Administrator position last April. With the membership I get continued access to monthly meetings with other local and regional administrators as well as mentoring with our local representative, Dave Childs. In addition, the membership gives me access to a leadership podcast as well as other online materials and trainings.

Membership dues are set by a ratio of my overall salary. Based on my current salary, the dues are \$550.00.

Please let me know if you have any questions.



ICMA Membership Renewal Notice

Lisa Ailport
City Administrator
City of Bonners Ferry
7232 Main ST # 149
Bonners Ferry, ID 83805-5019

Phone: (208) 267-3105
Fax:
Email: lailport@bonnersferry.id.gov

Member #: 965643
Functional Title: Chief
Administrative Officer
Category: Full

Is your information correct? Note any changes above.

Membership may not be transferred from one person to another. Individuals wishing to join the organization must complete a new member application (available online at icma.org/join).
If your employment status has changed, contact Member Services at membership@icma.org.

Fee/Formula Calculations

Membership dues for a Full Member in direct service to local government is calculated at annual gross salary x 0.008.
If your gross salary is greater than \$175,000, dues are capped at \$1,400. Report your actual salary for our files. If your employment status has changed, contact Member Services at membership@icma.org.

1. Annual salary	\$
2. Deferred compensation	\$
3. Total gross annual salary (Line 1 + Line 2)	\$
4. Annual membership dues (Line 3*0.008)	\$
5. Contribution to the Future of Professional Management Fund*	\$
6. Total Payment (Line 4 + Line 5)	\$

*Please consider supporting ICMA's *Future of Professional Management*, a new umbrella fund that combines Life, Well Run and the Fund for Professional Management. The fund helps advocate for professional local government management and the council-manager form of government, raise awareness about the profession, and inspire a new generation of local government leaders. To learn more, visit www.icma.org.

Payment Options (U.S. Currency only)

- To renew by credit card: Renew online using Visa, MasterCard, or American Express at icma.org/renew and get a receipt immediately.
- To renew by check: Please include a copy of this notice with your check payment and mail to:
ICMA Membership Renewals
PO Box 79403
Baltimore, MD 21279-0403

If you are unable to pay in full at this time, select an installment plan, divide the total amount equally and include your initial payment by check:

- Circle as appropriate (2 3 4) installments
- My initial payment is: \$ _____

If you have already renewed for the period January 01, 2019 - December 31, 2019, please disregard this invoice. For additional membership information, including frequently asked questions or to make changes to your profile, please go to icma.org/renew.

Member #:965643

Questions? Contact us at membership@icma.org, 202-962-3680 or 800-745-8780

**Due to processing costs, ICMA will only refund overpayments under \$10 upon request. Please check your calculations carefully.*