### 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 <u>Public Hearing</u> portion of the agenda. Any individual who wishes may address the council on any issue, whether on the agenda or not, during the <u>Public Comments</u> period. Normal business will preclude public participation during the business portion of the meeting with the discretion left to the Mayor and Council. <u>Special accommodations</u> 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
February 19, 2019
6:00 pm

### PLEDGE OF ALLEGIANCE

### **GUEST**

Dottie Gray - Idaho Day

### **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 January 15, 2019 Council meeting minutes, February 5, 2019 Special Council meeting minutes, February 5, 2019 Council meeting minutes

### **OLD BUSINESS**

### **NEW BUSINESS**

- 4. Street Consider Contract with Century West Engineering for Federal Land Access Program Application (attachment) {action item}
- 5. City Discuss Banner and Civic Sign Draft Policy (attachment) {action item}
- 6. Golf Consider Lease Proposal from Kootenai View Golf Resource (attachment) {action item}
- 7. Water Consider Extension of Universal Well Drilling Contract until March 2019 (attachment) {action item}
- 8. Electric Consider Approval of Costs to Construct Trash Racks at the Moyie Dam (attachment) {action item}
- 9. Electric Summary of Silt Removal Bid and Construction Schedule (attachment)
- 10. Pool Authorize the Mayor to Sign Pay Request #6 and #7 with Panhandle Area Council for the Pool Project (attachment) {action item}
- 11. Pool Authorize the Mayor to Sign Task Order #2 with Panhandle Area Council for the Pool Project (attachment) {action item}
- 12. City Authorize to Advertise for the Billing Clerk Position (attachment) {action item}

### **PUBLIC HEARING**

13. To consider the recommendation by Planning and Zoning for the Lonborg Petition for Annexation File #AN02-18

### **NEW BUSINESS**

14. Planning and Zoning – Discuss Lonborg Annexation Agreement (attachment) {action item}

### **ADJOURNMENT**

Mayor David Sims called the Council meeting of January 15, 2019 to order at 6:00 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Engineer Mike Klaus, City Administrator Lisa Ailport, Fire Chief Dave Winey, City Attorney Andrakay Pluid, Economic Director Dennis Weed, Clerk/Treasurer Christine McNair and Contract Planner Clare Marley. Members of the public present were: Jessica Tingley, Marciavee Cossette, and Denise Crichton.

Mayor Sims opened the public hearing to amend the future land use map, file number #AM02-18, at 6:01pm.

Contract Planner Clare Marley gave her presentation. Clare said Boundary County will retain jurisdiction over the land included in the future land use map. This process will help reduce a step when people are applying for annexation. There are three designations on the future land use map: industrial, commercial and residential. Notice was given as required by law. Planning & Zoning (P & Z) has made a recommendation to City Council. Received comment from City Administrator. Received comment from Terry Howe objecting to the inclusion of farm lands. Terry feels the land south of Mission Road is farm land and should not be considered residential. P & Z decided to remove the designation for the area south of Mission Road and the area by Sisters Road.

Mayor Sims asked if any member of the public wanted to address the Council. No members of the public did.

Adam asked if Council changed the undesignated areas as residential, what happens then. Clare said another hearing will have to happen prior to changing the recommendation from P & Z. Mayor Sims said the parcels can still be annexed. Ron asked if the areas in the Area of City Impact (ACI) can be annexed. Mayor Sims said there are rules that have to be followed. Lisa said it has to be contiguous and planned for in the comprehensive plan. Adam asked if there is any downfall to leaving it as undesignated. Lisa said the applicants will have to request a change to the comp plan and the zoning map. Rick Alonzo moved to approve this file #AM02-18 as recommended by the Bonners Ferry Planning and Zoning Commission, amending the City of Bonners Ferry future land use map to designate as residential those areas within the area of city impact that have not been previously designate and exclude those lands identified by the commission. Finding that is in accordance with the general and specific goals and standards of the City of Bonners Ferry Comprehensive Plan as numerated in the findings and reasoned statement below and based upon testimony received at this hearing. I further move to adopt the following reasoned statement as written. The amendment is supported by the City of Bonners Ferry Comprehensive Plan. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes. Mayor Sims closed the public hearing at 6:23 pm

City Administrator Lisa Ailport gave an update for the logging project saying the net funds will be approximately \$116,000. The High 5 Steering committee met and discussed the splash pad. Lisa is hoping to apply for the Annovia grant to help fund the splash pad. Lisa will be drafting an updated safety policy she will present at a future meeting.

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City Engineer Mike Klaus gave an update on the pool project. The next step is installing the skimmer system, that should happen in February. The sidewalks should be poured in March. Electric department is installing poles for the Fat Beam project. Ron asked about the area where the railing has not been installed at the top of the bypass. Mayor Sims said the plans called for that area not to have any railing.

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

Mayor Sims asked if it is necessary to adopt a resolution to be able to amend the map. Clare said it is a requirement of Idaho Code. Valerie Thompson moved to adopt resolution 2019-01-15 amending the Bonners Ferry Comprehensive Plan Future Land Use Map, titled City of Bonners Ferry Future Land Use Map January 2019. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.

Lisa said the right of way dedication for Garden Lane extension was approved by the school board. If Council approves this dedication, it will be recorded and will become the City's property. Adam Arthur moved to accept the 50 foot public right of way dedication from the Boundary County School District for the Garden Lane extension up to Fry Street. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.

The proposed policy for highly-skilled and essential personnel was discussed. Lisa said the policy is to make sure the critical facilities will remain in operation during an employee absence. Andrakay said this is for unplanned absences, where the employee gives less than 24 hours' notice. If an employee has more than 12 days per year, then the employee may be moved to a non-essential position. Ron asked how you can predict if you are going to be sick. Andrakay said you cannot, but if an employee in these critical areas are habitually absent, then it may be necessary to transfer that employee. Valerie said cross training needs to happen to make sure that the facilities are always operational. Mayor Sims said it takes a long time to train someone and there may be specific schooling that is required. Andrakay said we do as much cross training as possible. Adam Arthur moved to adopt the policy as outlined in the memo that was provided to Council for highly-skilled and essential personnel. Valerie Thompson seconded the motion. The motion passed with all in favor.

Eric Lederhos and Craig Kelson joined the meeting at 6:42 pm.

Mayor Sims said he wants to get Council's thoughts on payroll deductions. Mayor Sims has been approached by a couple of salesmen that are interested in offering their products and having a payroll deduction to pay for product. Andrakay said some cities do not allow any optional payroll deductions, some offer a certain number. Andrakay said there can be a liability if the deduction is not processed on time. Rick asked if employees are asking for the products or if the sales people are contacting the City. Mayor Sims said there is one of

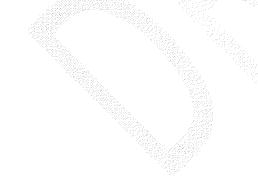
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each. Adam does not want employees to assume that the Council is endorsing certain products over other products. Rick wants to take some time to think about it and have more information.

Mike said our Federal Energy Regulatory Commission (FERC) license states that in order to remove silt behind the dam, the water must be lowered 15 feet, can only be removed between July 1st and September 15th, and must be suction dredged and pumped to a basin upstream. Mike said that method has been tried in the past and was unsuccessful. Mike has been working with CH2M Hill to revise the sediment removal plan that will allow silt removal to take place from February to April using a clam shell. The main problem was the lack of comments received during the comment period. FERC requires a 90 day period to review the plan. Mike is hoping to shorten the 90 day timeline. Mike is asking for approval to advertise the project. There are approximately 5,000-10,000 yards of silt to be removed. Adam asked where the sediment will be taken. Mike said a basin was built especially for this. Mayor Sims said it makes sense to start the process and hope FERC will shorten the timeline. Valerie asked how long the project will take. Mike said it depends on the size of the equipment and crew. Ron asked when we will know the cost. Mike said we will know the cost when the bids are received. Valerie Thompson moved to authorize advertisement for the silt removal project at the Moyie dam. Adam Arthur seconded the motion. The motion passed with all in favor.

Craig Kelson said the Human Rights Taskforce is having a Marting Luther King event at 3:00 pm at the Pearl Theater on Saturday.

The meeting adjourned at 7:10 pm.



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Mayor David Sims called the Special Council meeting of February 5, 2019 to order at 5:30 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, City Attorney Andrakay Pluid, Economic Director Dennis Weed, Clerk/Treasurer Christine McNair. Members of the public present were: Jessica Tingley and Marciavee Cossette.

Mayor Sims said the City has had a computer virus since September. Lisa said the City has contacted ICRMP. ICRMP has recommended using a forensic team to find out how extensive the damage is that has been created by the virus. Lisa said this will identify if any information has been harvested and to what extent.

Mayor Sims said Mitch Cromwell, one of the owners of Computer Arts, met with several employees of the City. Mayor Sims said it is important train the employees on virus emails. Mayor Sims said it is important to remove the phone system from the same network as the computer network.

Adam Arthur moved to approve the contract with Ankura pending legal approval. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.

The meeting adjourned at 5:41 pm.



Mayor David Sims called the Council meeting of February 5, 2019 to order at 6:00 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Engineer Mike Klaus, City Administrator Lisa Ailport, Fire Chief Dave Winey, City Attorney Andrakay Pluid, Economic Director Dennis Weed, Assistant Police Chief Marty Ryan and Clerk/Treasurer Christine McNair. Members of the public present were: Jessica Tingley, Marciavee Cossette, Denise Crichton, Dave Gray, Marty Martinez, Jennifer Van Etten and Wendy Hawks.

Denise Crichton said she thinks the City Council does a wonderful job.

Assistant Police Chief Marty Ryan said there have been 28 calls for service and three felony arrests since the last meeting. Jason Trujillo will be off probation at the end of this week. Brandon Johnson will be on probation for another month or two.

Fire Chief Dave Winey said Gary Falcon retired last Monday after 30 years of service.

City Administrator Lisa Ailport said it is the planning and preparation time of the year. The departments are getting ready for the upcoming projects for this year.

City Engineer Mike Klaus said the Electric department is putting underground power on Garden Court. Idaho Transportation Department (ITD) is going to start the second half of the Phase One project in April. ITD is planning a bypass road for this summer's work. Mayor Sims said the bypass road will still be in ITD's right of way. Mike said the well project is almost complete. The depth of the well is 97 feet and the test pump will be installed tomorrow and tested next week. The skimmer system for the pool will arrive next week and will be installed early March. Rick asked if ITD is going to repaint the bypass before starting the work in April. Mayor Sims said Damen was up earlier and saw the work that needs to be done. Ron asked about the railing again at the top of the bypass. Mayor Sims said it something we need to ask ITD about.

Economic Director Dennis Weed said Bill Jhung, from North Idaho College, was here last week. He will be back in March to put on a class. New director of commerce, Tom Keeley, will be up the end of the month. Dennis said several people want to buy buildings, but no one is willing to sell. Ron asked if there is any of the property left from the Pape property. Dennis said all the property has been sold.

Lisa Ailport said she and the Mayor had a phone conference today with Idaho Smart Growth regarding the bike/ped plan. John Youngwirth, Mike Klaus, Lisa and the Mayor met with JUB regarding the transportation plan.

Spot will meet February 7, 2019. They will discuss the Gold Route.

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

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Mayor Sims said Lisa and the Electric crew visited the site for the park in Moyie and made an adjustment to the lease, adding a 20 foot buffer from the fence around the sub-station. Another addition to the lease is: The City of Moyie Springs will not be able to trim or remove any trees with specific information from the City of Bonners Ferry. Valerie Thompson moved to approve the lease agreement with The City of Moyie. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.

Jennifer Van Etten said the street will be closed on July 13, 2019 from 8am – 1 am on July 14, 2019 for Kootenai River Days. Jennifer said it will be the same layout as last year. Jennifer is asking for open containers be allowed in plastic containers, with street vendors. Mayor Sims asked if there were vendors last year that sold alcohol. Jennifer said there were. Kootenai River Days is scheduled for July 9, 2019 – July 13, 2019, but the street will only be closed on the Saturday the 13<sup>th</sup>.

Andrakay Pluid stated that Brian Zimmerman wants to change from Lexipol and use the Idaho Policing Policy. Mayor Sims showed the Lexipol policy, which is three inches thick, the Idaho Policing Policy is about one quarter inch thick. The Idaho Policing Policy is one that the officers will be able to read in its entirety and know. Valerie asked if there is a cost difference. Andrakay said the Idaho Policing Policy is significantly less expensive. Rick moved to adopt the Idaho Policing Policy. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.

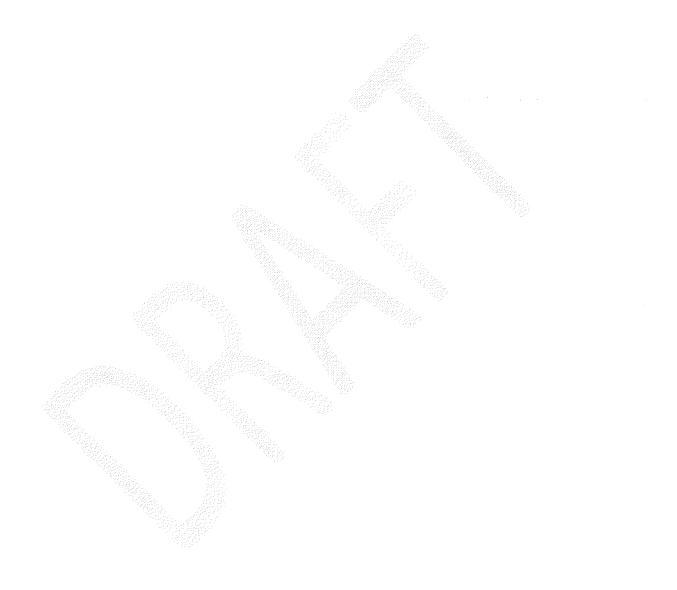
Lisa Ailport said the Golf Committee met last July and made a recommendation to increase the daily rates and the golf shed leases. Lisa provided a spreadsheet of rates from regional golf courses. Lisa is hoping to get feedback from Council. Mayor Sims said Ralph feels the daily rates should not be raised, but the season passes should be raised. Lisa said she looked at last year's weekly sheets and the play is split about evenly between season pass holders and daily rate plays. Lisa said other courses offer a senior rate and a twilight rate (evening hours). Ron asked what defines a junior rate. Mayor Sims said he thinks it is under 18 years of age. Mayor Sims said some courses have a college rate, which is for people age 18 – 23. Lisa said she realized that our rates include tax. Some courses include tax, while others add tax. Lisa will continue to gather information from other golf courses and bring the information to a future Council meeting.

Mayor Sims said Elsie Hollenbeck asked the Mayor to find a new Human Rights Task Force Advocate. Craig Kelson is the current chairperson for the Human Rights Task Force. He is willing to be the Human Rights Task Force Advocate. Valerie Thompson moved to designate Craig Kelson as the Human Rights Advocate for the City. Rick Alonzo seconded the motion. The motion passed with all in favor.

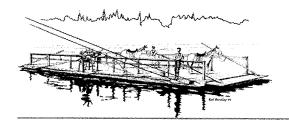
Mayor Sims said since Kris Larson retired she has been coming in and helping Christine. Kris' help has been invaluable. Ron Smith moved to pay Kris Larson \$35.00 per hour for consulting services, as well as paying her COBRA. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – recused herself, Rick Alonzo – yes, Ron Smith – yes.

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The meeting adjourned at 6:42 pm.



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### 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:** February 12, 2019

**RE:** Contract for Engineering Services- FLAP Application

Western Federal Lands is soliciting application for the Federal Land Access Program (FLAP) which is to assist with redevelopment or development of streets or roads that lead to Federal Lands. This year's applications are due by April 4<sup>th</sup>.

In 2017 we applied to WFL to redesign and reconstruct of portions of Riverside within City limits. Unfortunately we were not awarded the project; however we were encouraged at the time to consider resubmission in 2019. Staff would like to resubmit for the same project and in order to pull together all the information that is required, we are seeking assistance from Century West Engineering, specifically Ryan Luttmann, P.E.

Century West has proposed, with the attached scope, to assist the City with application updates, updated letters of support, and the project estimation.

Staff has requested that the Urban Renewal Agency pay the costs associated with the application preparation, in the amount of \$2,000.00. Staff is asking Council for authorization for the Mayor to sign a contract with Century West to complete the tasks outlined in the attached contract.

Please let me know if you have any questions.



# AGREEMENT AND AUTHORIZATION FOR ENGINEERING CONSULTING SERVICES

West Engineering Conconsideration of the n	rporation (Engineer) nutual covenants set	2019, <b>City of Bonners Ferry</b> (Client) authorizes <b>Cent</b> o carry out and complete the Scope of Services forth in this Agreement, the <i>Engineering Consult</i> dditional attachments: [Exhibits A and B]	in
Project:	City of Bonners Fern	ry – Riverside Road 2019 FLAP Application	
Project No.:	51009.001.01		
Scope of Services:	See Attached Exhib	t A	
Opinion of Probable C	ost:		
2019 FLAP Propo	sal Packet	\$2,000.00 Lump Sum	
City of Bonners Ferry		Century West Engineering Corporation	
D.		Con Commence	
Ву:		Ву:	
Title:		Title: Senior Project Manager	
Date:		Date: <u>February 8, 2019</u>	

### **ENGINEERING CONSULTING ♦ TERMS AND CONDITIONS**

- 1. SERVICES: Engineer agrees to perform the Scope of Services (Services) under the following terms and conditions. Additional Services will be provided only by written amendment to this Agreement.
- 2. TIMES OF PAYMENTS: Engineer will submit invoices on a monthly basis for the unbilled portion of Services actually completed. Client will pay the invoice within 30 days of the invoice date. Accounts remaining unpaid after said 30 days will be considered delinquent and assessed a late payment charge (currently at the rate of 1 1/2% per month) calculated each month from the date of the invoice. Engineer reserves the right to suspend all Services until account delinquencies have been remedied.
- 3. OPINIONS OF COST: Because Engineer has no control over the cost of labor, materials, equipment or Services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, any cost estimates provided by Engineer will be made on the basis of experience and judgment. Engineer cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from opinions of probable costs prepared by Engineer.
- 4. CLIENT-PROVIDED INFORMATION: Client will make available to Engineer, all information readily available to Client regarding existing and proposed conditions of the site which will aid Engineer in its performance of Services. Engineer shall be entitled to rely, without further inquiry or investigation, on all information furnished to Engineer by Client. Client agrees to advise Engineer of any hazardous substances or any condition existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. Client will immediately transmit to Engineer any new information which becomes available to Client which may have a bearing on Engineer's performance of Services or which relates to information Engineer has requested from Client. If any hazards, not disclosed to Engineer, are discovered after the Services are undertaken, Client and Engineer agree that the Scope of Services, time schedule and rate schedule shall be modified accordingly.
- 5. STANDARD OF PERFORMANCE: Engineer represents that Services will be performed within the limits prescribed by Client, and that its findings, recommendations, specifications and/or professional advice provided hereunder will be prepared and presented in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances at the time the Services are performed.
- 6. ACCESS, APPROVALS, PERMITS: Client shall arrange for access to and make all provisions for Engineer to enter onto public and private property as required for Engineer to perform the Services. Unless otherwise agreed, Client will be solely responsible for applying for and obtaining such permits and approvals as may be necessary for Engineer to perform the Services.

- 7. REUSE OF DOCUMENTS: All documents, including computer files, drawings and specifications, prepared by Engineer pursuant to this Agreement shall remain the property of Engineer and are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Services provided for the Project under this Agreement or on any other project. Any reuse without written authorization, certification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability to Engineer.
- 8. ASBESTOS/PCBs: All asbestos/PCB related Services are excluded from Engineer's Scope of Services. Client shall notify Engineer at the start of the Project if the presence of asbestos/PCBs on the project is suspected. If asbestos/PCBs are suspected or encountered, Engineer will stop its own work to permit proper testing and evaluation. If requested as an additional Service, Engineer will assist Client in contacting regulatory agencies and/or identifying appropriate testing laboratories.
- 9. SUBMITTAL REVIEW: Review by Engineer of submittals by contractor is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements with no change in contract price or time. Any action taken by the Engineer is subject to the requirements of the plans, specifications and other Contract Documents. Client shall indemnify Engineer against any claim by any contractor based on the review.
- 10. ENGINEER AT CONSTRUCTION SITE: The presence or duties of Engineer's personnel at the construction site, whether as on-site representatives or otherwise, do not make Engineer or its personnel in any way responsible for those duties that belong to the Owner and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. Engineer and its personnel have no authority to exercise control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Engineer's own personnel.



### 11. INDEMNIFICATION AND INSURANCE:

- (a) Client agrees to indemnify, hold harmless and defend Engineer, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Engineer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by (1) Client's breach of any term or provision of this Agreement; (2) Client's negligent or wrongful act or omission in the performance of this Agreement; or (3) Client's generation, storage or release of waste products including hazardous waste...
- (b) Engineer agrees to indemnify, hold harmless and defend Client, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Client may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by Engineer's (1) breach of any term or provision of this Agreement; or (2) any negligent or wrongful act or omission in the performance of this Agreement.
- (c) In the event any claim arises as a result of the concurrent negligence of Engineer and Client, liability will be determined on the basis of the doctrine of comparative negligence. Each party shall promptly notify the other party, in writing, of any threatened or actual claim, action, or proceeding. Engineer and Client shall jointly control the defense.
- (d) Notwithstanding any other provision contained in this Agreement, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause, including negligence.
- (e) Upon request, Engineer will provide Client with Certificates of Insurance for Workers Compensation, General, Auto and Professional Liability coverage. Client agrees to maintain, during the performance of Services, general liability and automobile liability insurance in the amount of one million dollars (\$1,000,000).
- 12. LIMITED LIABILITY: Client agrees that Engineer's liability to Client, contractors, subcontractors, and their agents, employees and consultants, and to all other third parties which may arise from or be due directly or indirectly to the negligent acts, errors and/or omissions of engineer, its agents, employees or consultants shall be limited to a continued aggregate not to exceed \$100,000 or the total amount paid in fees to Engineer, whichever is greater.

- 13. TERMINATION: Either party may terminate this Agreement upon thirty (30) days written notice to the other. Either party may terminate this Agreement immediately in the event of a material breach by the other party to perform in accordance with the terms hereof but only if said breach is through no fault of the terminating party and said breach is not corrected before the date of termination. If this Agreement terminates for Force Majeure, Client shall pay Engineer for all Services authorized and performed prior to the termination date including, if applicable, a prorated lump sum fee.
- 14. SUCCESSORS AND ASSIGNS: Neither Engineer nor Client may assign this Agreement without the prior written consent of the other. Engineer may, however, employ any other party or entity it deems necessary or proper for any part of the Services required to be performed by Engineer under the terms of this Agreement. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

### 15. MISCELLANEOUS:

- (a) This Agreement shall be governed by the laws of the State of Idaho.
- (b) Any claim brought by Client against Engineer must be brought no later than two years after the date of substantial completion of the Services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier.
- (c) In the event this Agreement should be referred to an attorney at law or agent for collection, Client agrees to pay such reasonable attorney's or agent's fees and costs as Engineer may incur to any attorney or agent in such collection even if no action is instituted. In the event an action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable as attorney's fees in such action, in both trial and appellate courts.
- (d) No waiver by either party of any provision of this Agreement shall be construed or deemed to be a waiver of (a) any other provision of this Agreement or (b) a subsequent breach of the same provision, unless such waiver be so expressed in writing and signed by the party to be bound.
- (e) The terms and conditions of this Agreement contain a series of separate agreements. If in any proceeding a court or arbitrator shall refuse to enforce any of the separate agreements, any unenforceable agreement shall be deemed reduced or eliminated from the terms and conditions for the purpose of such proceeding, but only to the extent necessary to permit the remaining agreements to be enforced in such proceeding.
- (f) This Agreement constitutes the entire agreement between Client and Engineer regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a written document signed by both parties.



### **Exhibit A**

### Scope of Work

### **City of Bonners Ferry**

### Riverside Road 2019 Federal Lands Access Program Application

### Scope of Work

The City of Bonners Ferry is planning to apply for the 2019 Idaho Federal Lands Access Program (FLAP). The Access Program was established to improve transportation facilities that provide access to, are adjacent to, or are located within Federal Lands. The Access Program supplements State and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators.

The City of Bonners Ferry and Boundary County each submitted proposal packets for improvements to Riverside Road during the 2017 Idaho FLAP call for projects. In 2017, the Programming Decision Committee for Idaho included the portion of Riverside Road within Boundary County in the Western Federal Transportation Improvement Plan for construction in 2020 but the portion of the roadway within the City limits was not selected for improvement. The City would like to resubmit a proposal packet for the 2019 Idaho Federal Lands Access Program that is currently open until April 5, 2019.

The City of Bonners Ferry would like Century West Engineering to review the proposal packet that was submitted in 2017 and prepare an updated proposal packet for the City, prior to the submission deadline. The Access Program is contingent on available funding and authorizing legislation. Projects are limited to a maximum amount of \$10 million and require a 7.34% match in Idaho. The match can be in the form of cash and/or in-kind services. The portion of Riverside Road that the City would like to have improved and included in the proposal packet is approximately 0.8 miles long and begins at MP 0.1 near the Union Pacific Railroad Tracks and ends at MP 0.9 at the City limits.

For the purpose of the project application, the City assumes that the public right-of-way for Riverside Road exists within the City limits and therefore exists within the limits of the project proposed. Additional review of any right-of-way acquisition would be performed as part of the project if the project is included on the Western Federal Transportation Improvement Plan and a right-of-way validation or determination is not included as part of the scope of this application contract for Century West Engineering.

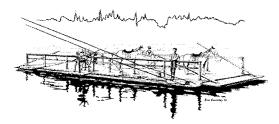
The Engineer shall supply the following services:

### Tasks 3102, 2019 FLAP Proposal Packet

The Engineer shall prepare a draft of the packet for the City staff to review. The draft proposal work shall include:

- A Review of the 2017 proposal packet and provide recommendations to strengthen the proposal information.
- Review the Engineering Opinion of Probable Cost prepared in 2017 and update the quantities and estimated unit prices for the 2019 submittal.
- Draft project narratives and complete a proposal packet (.pdf) for the 2019 Idaho Federal Lands Access
   Program for review by the City Administrator and City Engineer.
- Work with City staff to schedule a project review meeting or phone call with the LHTAC representative, coordinate letters of support from federal and local agencies, and gather signatures from Federal Land Management Agencies being accessed with the improvements.

The Engineer will prepare a final draft that will include adjustments as recommended by LHTAC and changes requested by the City. The proposal packet will need to be signed and submitted by the City of Bonners Ferry prior to April 5, 2019.



### **CITY OF BONNERS FERRY**

7232 Main Street P.O. Box 149 Bonners Ferry, Idaho 83805

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

### **MEMO**

**TO:** City Council

**FROM:** Lisa Ailport, City Administrator

DATE: February 13, 2019

RE: Civic Banner Policy-draft (attached)

Council had directed staff last spring to develop a Banner Sign Policy for the display of community events on the former poles across from City Hall. The draft policy was put on hold while ITD made the modifications to the Highway system last summer.

Recently, we have been approached by several event organizers asking if they can put up their banners for their community events in the area across from City Hall. While we are in communications with ITD to get the poles reinstated, Organizers are taking liberty with placing signs in the area, including stakes to tether signs to. Based on this, staff feels it's important to bring the policy back up for consideration by City Council and to be able to address the signs that are going up with those who are placing them.

The attached draft policy is the first draft that is available for your consideration. I would be happy to answer any questions relating this policy draft, should you have them.

Thank you.

### **CIVIC SIGN POLICY**

### Section 1 - Intent

The intent of this policy is to designate language to assist staff to direct the public as to when community events can be advertised and displayed at the following location:

- Intersection of Main and Riverside, across from City Hall (7232 Main Street)

For purposes of this policy "civic signs" are defined within the definition section of this policy.

For purposes of compliance with City Sign Ordinances, this area will be considered to be governmental signs.

### Section 2 – Use by Community Organizations

### A. Eligibility.

- 1. This policy only allows for the placement of banner sign between the two sets of poles in the civic sign area as defined above. No other signs are considered as part of this policy, including temporary sign placed in or on the ground or sandwich board signs.
- 2. Any community organization or organized event located in Boundary County may display an approved banner sign advertising a community event. A community event shall be defined as one that is open to the general public. An application is required to show compliance with specifications of this policy and approval of the application by the City Administrator or their designee is required.
- 3. No other signs other than banner signs are allowed in the defined space.
- 4. Any banner sign placed shall be done so in a respectful, considerate and tasteful way. Any sign that is poorly placed or appears to be falling or damaged will be immediately removed by City staff.
- 5. No private events are to be authorized for placement of banner signs.

### B. General Standards and Requirements for Use of Space

- 1. The area on each civic sign is available to eligible organizations on a "first come, first served" basis. Only four signs shall be on display at a time, one (1) per organization and event. Any given organization or event may only utilize the sign area three (3) times in a calendar year.
- 2. The Organizing group shall provide all ropes and/or materials to connect the banners to the pole locations. Materials shall not include any items which may damage or destroy the poles. City staff has the final say on approved materials, but may consider restricting banners that contain metal or wood material.

- 3. Any requestor shall provide an indemnification form to the City prior to placing any banner sign in the designated area.
- 4. Signs are allowed to be displayed for a maximum of 7-days.
- 5. Each individual banner shall fit within the specific area designated by the City.
- 6. In the event that multiple qualified requests are received at the same time precedence will be given to events which are to happen soonest.
- 7. No other signs for events shall be allowed or be placed. Any sign that is placed outside of the rules of this policy shall be removed by City staff and stored for no longer than 30 days. After which the City may dispose of the sign in any means necessary.
- 8. The City Administrator, Mayor may direct the removal of any sign for repair due to damage or vandalism. The City is not responsible for damage or vandalism to any sign.
- 9. The City reserves the right to deny placement of any sign, for any reason.

### C. Grounds for Removal

- 1. Any banner sign may be removed for any of the following reasons:
  - a. Upon the determination by the City staff, was not placed in a proper and considerate way.
  - b. Is not an eligible sign by Section 2A of this policy
  - c. Damaged, destroyed or includes unapproved materials.
  - d. Has not received proper authorization or is any other type of sign other than banner style (i.e. sandwich board, temporary signage or ground signs).

### **Definitions:**

- 1. Civic Sign: a sign structures erected and maintained by the City of Bonners Ferry displaying a welcoming or civic message and/or providing space for individual community organizations to display their messaging related to a community event.
- 2. Community Event: Any event which is operated by an organization or non-profit which is open to the public and which is temporary in its operation, (not lasting more than 1 week).
- 3. Private Event: Any event operated by a private business which is to promote, advertise or otherwise attract business to a property where on-premise sales of goods are sold by such business, for example:
  - a. Sales event at local business:
  - b. Customer Appreciation Day for local business;

Morning Meeting to discuss Golf Course Contract/Lease Ideas

- Consideration of the interests of three directly involved parties:
  - Mirror Lake Golf Course
    - Longevity and viability
    - Quality of facility not jeopardized
    - Community of golfers have needs met
  - Kootenai View Golf Resources Inc.
    - The enterprise is financially viable
    - Ralph continues to provide expertise and leadership
  - o The City of Bonners Ferry (aside from the golf course)
    - The course provides income to the city departments through utilities and support services
    - Legal considerations maintained
- Ralph has reviewed numerous leases at other courses and has distilled important points in the following:
  - Proposed \$1 lease per year.
  - Benefits to the City to shift to a lease
    - City will not have to pay for the following:
      - Fertilizer/Fungicide \$6500
      - Electricity \$8100
      - Insurance \$1600
      - Parts \$7000
      - Fuel \$3500
      - Etc. \$3,000
        - o Total (\$29,700)
    - Potential to allocate resources for course improvement (proposed 5% of green fee and season pass revenue be put in to a fund for this purpose that lessee would manage)
    - Potential to shift increased liability from City to Lessee
    - Money for utilities (electricity for clubhouse, two irrigation pumps, maintenance shop, and cart sheds) from lessee goes to the provider of the utilities
    - Potential income from rental of equipment used by lessee for course operations
       (IE air compressor, roller, tractor, etc.)
    - If equipment is purchased by the lessee, the proceeds from this sale go to the city (\$60,000 approximation at fair market value)
    - Potential income through equipment repairs or services provided to the course
       (Jimmy on equipment hourly set rate?)
    - Golf course matters are removed from City Council Agenda
    - As the lessee becomes owner of the equipment used to maintain the course, the city retains ownership of the buildings and any items imbedded in the ground as is common practice in leased courses. Maintenance and repair of the structures is the responsibility of the city.

- o Potential down side to lease
  - Potential for financial collapse or other unforeseen discontinuity of lessee
  - Potential for major structural failure beyond the resources of lessee and/or city

### Other items we have investigated and initiated since the last meeting

- Ralph has been accepted for consideration as a college instructor for North Idaho College.
- Ralph has initiated contact with Conrad Garner to get details regarding the upcoming high school golf season. (investigating the involvement in the PGA junior league – nationwide program)
- Point of Sales and other technological services are under investigation:
  - Established a site on Wiki Spaces However we're researching better options
  - Websites that allow on-line sales (and their security)
  - Sales rep discussed Mail chimp, rewards plans, etc. as possibilities
  - Other vendors for credit card transactions
  - Websites capable of including drone fly over footage of the course
  - Websites capable of live streaming webcam footage
- Ralph has signed up for annual PGA training class (see attached course schedule for this spring's program). This seminar and other recertification coursework directed toward improved and modernized business practices are ongoing requirements for the profession and have been undertaken regularly for the past 25 years that Ralph has been in this business.
- Addressed projects directed by Lisa Ailport at course and clarified inventory of items that were transferred, actioned, or are no longer working.
- Have organized a golf outing at Walla Walla for interested regional and local golfers.
- Have organized outing at Bandon Dunes Golf Resort for local golfers and regional network.
- Joined Chamber of Commerce.
- Discussions with PGA experts on a variety of contexts.





Date:

February 14, 2019

To:

City Council

From:

Mike Klaus, City Engineer

Subject: Water Department - New Well at Dakota Street - Contract

Extension

Universal Drilling has completed drilling of the new well and has installed a well screen. The test pump has also been installed and is ready start up. The City and the driller decided that test pumping should wait until the temperatures are a little higher. I anticipate that the test pumping will take place early next week.

With this memo I am recommending that the Council authorize the Mayor to signed the revised contract with Universal Drilling, thereby extending it until March 31, 2019.

Please let me know if you have any questions.

Thank you,

Mike

### INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between <u>CITY OF BONNERS FERRY</u>, a political subdivision of the state of Idaho, herein "ENTITY" and <u>Scott Hittle dba Universal Drilling</u> 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:

<u>Drill well for City of Bonners Ferry as described in quote request documents titled 2018 Dakota Street</u>
Well Construction.

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

As in the RFQ documents and Addendum #1 as provided by the City.

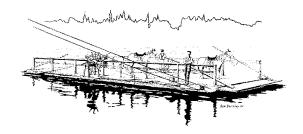
- 2. <u>TIME OF PERFORMANCE AND TERMINATION:</u> Parties agree that:
  - CONTRACTOR will complete the work prior to **March 31, 2019** unless this Agreement is terminated with thirty (30) days written notice by either party.
- 3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:
  - Per attached quote, not to exceed <u>Forty-Nine Thousand</u>, <u>Two Hundred Forty Dollars \$49,240.00</u>, without prior written approval from the City.
- 4. <u>INDEPENDENT CONTRACTOR</u>: 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. <u>INDEMNIFICATION:</u> 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. Said policy shall specifically cover any and all underwater divers utilized to perform maintenance.
- 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.

<b>DATED</b> this day of, 2018.		
ENTITY:	CONTRACTOR:	
CITY OF BONNERS FERRY	By	·····
ByDavid Sims, Mayor	lts	_
ATTEST:	WITNESS:	
Objective Manage Object		
Christine McNair, Clerk		

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





Date: February 14, 2019

To: City Council

From: Mike Klaus, City Engineer

Subject: Moyie Hydro - Trash Rack Materials for Lower Level Outlet Valve

In anticipation of the silt removal project, we are hoping to install a trash rack system for the lower level outlet (LLO) valve at the dam. Right now, the LLO valve is covered with approximately 30 feet of silt. Once the silt is removed, we would like to install a trash rack system so that the valve can be operated without allowing debris to block the valve opening.

Our hydro crew and mechanic have constructed trash racks in the past for the penstock valve opening. I am proposing that the same employees construct the new trash rack for the LLO valve. Attached are two quotes that we received to procure the steel required to construct the racks.

I am requesting that the Council approve the purchase of the steel through Haskins Steel for \$8,305.95.

Please let me know if you have any questions.

Thank you,

Mike

### **Moyie Dam**

From:

Cathy Niblock <cniblock@haskinssteelinc.com>

Sent:

Wednesday, February 13, 2019 2:03 PM

To:

Moyie Dam

Subject:

Quote Q672470 from HASKINS STEEL CO.

**Attachments:** 

QTQ672470.PDF

The following email has an Adobe Acrobat attachment. The text of this message is also contained below.

If you do not already have the reader you may get it from the following web site:

https://get.adobe.com/reader

CASH SALES

CASH SALES

Q672470 02/13/19 02/19/19

99202-0000

City of Bonners Ferry

US

PO Box 149 EMAIL EMAIL EMAIL

Bonners Ferry, WA 83805-0000

US

PAGE - 1

\*\* QUOTE \*\* QUOTE \*\*

CREDIT CARD CREDIT

58 Cathy N 02/13/19 02/19/19 OT

Adam Isaac 1746 111

7 TS 4 X 2 X 3/8 A500

40'

3408 87.50 CW 2982.00

C/L 14 EA20'

ME OK

154 FLAT BAR 3/8 X 2 A36

20'

7854 62.25 CW 4889.12

7 FLAT BAR 3/8 X 4 A36

20'

714 60.90 CW 434.83

### \*\*\* THANK YOU \*\*\*







Date: February 14, 2019

To: City Council

From: Mike Klaus, City Engineer

Subject: Moyie Hydro - Summary of Silt Removal Bid and Construction

Schedule

With the recent IDEQ approval of the Revised Silt Removal Plan, we have been assembling the bid package with the intention to remove silt behind the dam in April 2019. I have included the replacement of the penstock valve shaft and stem guides in the project. Below is the summary of expected project bidding and contract work dates in 2019:

Pre-Bid Meeting: March 1
Bid Date: March 8
Award Date: March 11

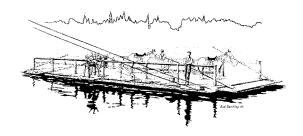
Silt Removal: April 1 - April 30 Valve Shaft Work: May 1- May 31 Trash Rack Install: May 1- May 31

I anticipate that the bid package will be complete early next week, and available to contractors by the first advertisement date of February 21, 2019.

Please let me know if you have any questions.

Thank you,

Mike





Date:

February 14, 2019

To:

City Council

From:

Mike Klaus, City Engineer

Subject: City Pool Project - CDBG Request for Funds #6 & #7

Attached are Community Development Block Grant Request for Funds #6 and #7. Request #6 includes \$2,195 for PAC admin fees and \$20,045 will reimburse the City for funds previously paid to BF Builders for construction pay application #1, for a total of \$22,240.

Request for funds #7 is for PAC admin fees totaling \$1,165. I recommend that the Council approve the Mayor to sign both of the ICDBG program requests for funds #6 and #7, for a combined total of \$23,405.

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

January 2, 2019

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

RE: CDBG Request for Funds #6

Dear Christine:

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

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

### Instructions:

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

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

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

Please call me if you should have any questions.

Sincerely,

Rilie Beatty
Programs Specialist

Enclosures: as stated

### Financial Disbursement Form

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

Request for Funds #: 6

Report period: Nov 1-Dec 31, 2018
Date: January 2, 2019

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

					TO BE FU	NDED BY:		
INVOICE DATE	INVOICE NUMBER	VENDOR	. INVOICE AMOUNT	ICDBG	City Cash	Force Account	Previously rec'd ICDBG	BUDGET CATEGORY
01.02.19	6	Panhandle Area Council	2,195.00	2,015.00			180.00	Administration
11.30.18	1	BF Builders	20,045.00	20,045.00				Construction
***************************************								
TOTAL REQU	EST FOR FUNI	OS:	22,240.00	22,060.00	0.00	0.00	180.00	

To	o be completed for re	eceipt & disbursemen	t of ICDBG funds:	
ICDBG Funds Received: \$		Date Funds Received:		
Disbursed To:	For:	Check No.:	Date Disbursed:	Amount:
Panhandle Area Council	Admin			
BF Builders	Construction	1		
TOTAL DISBURSEMENTS:				
>> Fun	ds must be disbursed	d within five (5) calen	dar days of receipt <<	
I certify that the information above				
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 Municipal Pool Repair ICDBG-17-1-25-PK **PROJECT RE-CAP** 

					CDBG		City Force		
	To	Line Item Category	Invoice #	Invoice Date	ROUNDED	City Cash	Account Cash	City In-Kind	TOTAL
	BUDGET				150,000.00	83,560.00	42,806.00	1,500.00	277,866.00
	Grant Writing	Planning						1,500.00	1,500.00
ſЯЧ	Panhandle Area Council Administration	Administration	1	02.05.18	1,160.00				1,160.00
ZAd	Panhandle Area Council Administration	Administration	2	05.03.18	460.00				460.00
ЕЯЧ	Panhandle Area Council Administration	Administration	က	06.13.18	180.00	**************************************			180.00
₽Ŗ4	Panhandle Area Council Administration	Administration	4	08.08.18	360.00				360.00
SA9	Panhandle Area Council Administration	Administration	5	08.27.18	180.00				180.00
91	Panhandle Area Council Administration	Administration	9	01.02.19	2,195.00				2,195.00
Ы	BF Builders	Construction	1	11.30.18	20,045.00				20,045.00
									l f
									1 3
					24,580.00		42,806.00	00.003,1	26,080.00 251,786.00

# City of Bonners Ferry Municipal Swimming Pool Repairs Financial Summary As of December 31, 2018

		CDBG BUDG	iET		
			City Force	rsvinsamen estermen en en en	
***************************************	ICDBG Grant	City Cash	Account Cash	City In-Kind	Total
Administration	11,000.00	-	-	-	11,000.00
Planning	•	-	-	1,500.00	1,500.00
Design Professional	-	-	17,806.00	-	17,806.00
Construction	139,000.00	83,560.00	25,000.00	-	247,560.00
Financing	-	-	-	-	-
Legal	_				<u>-</u>
Total	150,000.00	83,560.00	42,806.00	1,500.00	277,866.00

			City Force		
	ICDBG Grant	City Cash	Account Cash	City In-Kind	Total
Administration	4,535.00	-	-	-	4,535.00
Planning	-	-	-	1,500.00	1,500.00
Design Professional	-		•	-	-
Construction	20,045.00	-	-	-	20,045.00
Financing	-	-	-	-	<u>-</u>
Legal	<del></del>	-			<u>-</u>
Total	24,580.00			1,500.00	26,080.00

		BUDGET REMA	INING		
			City Force		
	ICDBG Grant	City Cash	Account Cash	City In-Kind	Total
Administration	6,465.00	-	_	-	6,465.00
Planning	-	-	-	-	-
Design Professional	-	-	17,806.00	-	17,806.00
Construction	118,955.00	83,560.00	25,000.00	~	227,515.00
Financing	-	-	-	-	-
Legal	-		-	-	<u>-</u>
Total	125,420.00	83,560.00	42,806.00		251,786.00

# 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	nners Ferry	***************************************	Contract # ICI	Contract # ICDBG-17-I-25-PK	Contact Person Rilie Beatty	Rilie Beatty	Phone 208-772-0584 x3006	0584 x3006
Address PO Box 149, Bonners Ferry, ID 83805	nners Ferry, ID 83	305	Report Period Nov 1-Dec 31, 2018	lov 1-Dec 31, 2018	Date of Request 01/02/19	: 01/05/19	Reduest # 6	
	1 CDBG Budget	2 Total of Previous Requests	3 Program Income Earned	4 Total Funds Requested + Program Income	5 Total Funds Dispursed	6 Unexpected Balance of Funds Reg. + Program Inc.	Accrued (unpaid) Bills & Costs	Requests for Funds
Administration	\$11,000	\$2,520	\$0	\$2,520	\$2,520	\$180	\$2,015	\$2,015
Construction	\$139,000	0\$	\$0	\$0	80	\$0	\$20,045	\$20,045
TOTALS	\$150,000	\$2,520	80	\$2,520	\$2,520	\$180	\$22,060	\$22,060

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.

Title	Mayor
Typed Name	David Sims
Signature	

### CDBG PROGRESS REPORT

Grantee:		Sub-recipient:		Report No.:
City of Bonners Ferry		N/A		6
Grant No.	Report Period:		Design Professional:	Identify current phase
	From <b>Nov 1, 2</b>	<u>018</u>	Design Phase	
ICDBG-17-I-25-PK			Bidding Phase	
	To Dec 31, 201	.8	✓ Construction Pha	se
			Post Construction	Phase
Construction Status: Narrative on	construction activ	vities (max 3 se	entences). Attach phot	tos if available.
	_			
Grant Administration 41% com	plete.			
Percentage of construction comple	te 00.00%			
-				

**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:	_	
Grant Admin Contract:	10.01.16	02.05.18
Grant Admin Contract.	10.30.17	02.05.18
Design Professional Contract with CDBG attachment:	<del>-</del>	_

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

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

CONSTRUCTION PROGRESS  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.	Completion Date	Date Submitted to Commerce
Construction bid document review certification:	07.24.18	07.24.18
Bid (published) Notices:	07.12.18	01.03.19
Ten Day Wage-Rate Update:	08.07.18	08.07.18
*Bid Tabulations:	N/A	N/A
Debarred List Checked:	09.05.18	09.05.18
Preconstruction Conference: Minutes and Checklists	10.30.18	01.03.19
*Notice to Proceed:		01.03.19
*Construction Contractor's Contract:	09.17.18	01.03.19
*Performance Bond and Payment Bond and Insurance Certification:	09.26.18	01.03.19
Steps to Comply with Section 3:		
*Certificate of Substantial Completion:		
Section 3 Summary Report:		

FAIR HOUSING	Completion Date	Date Submitted to Commerce	
Fair Housing Month Proclamation- April:	02.06.18	03.05.18	
Fair Housing Resolution and publication:	(R) 11.04.14 (R) 11.18.16 (P) 08.10.17 (P) 09.25.18		
Fair Housing Assessment:	10.25.18	11.15.18	
Display Fair Housing Information: (Identify Location)  • Posters  • Fair Housing Resolution  • IHFA Accessibility Brochure N/A			

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

SECOND PUBLIC HEARING	Completion Date	Date Submitted Commerce
Published Notice		
• Minutes		
List of Attendees		
ATTACHMENTS		
A-Disbursement Report (required)	V	
B-Payroll Review (if applicable)		
C-Acquisition (if applicable)	N/A	
the undersigned, do hereby certify that the above information	n contained in this report, includin e grant project.	g all attachment
the undersigned, do hereby certify that the above information to correct and accurately reflects the progress and status of the	208-772-0584x3006	g all attachment 01/02/2019
the undersigned, do hereby certify that the above information re correct and accurately reflects the progress and status of the	e grant project.	
the undersigned, do hereby certify that the above information recorrect and accurately reflects the progress and status of the control of the	208-772-0584x3006	01/02/2019
the undersigned, do hereby certify that the above information recorrect and accurately reflects the progress and status of the signature of CDRG Certified Grant Administrator  EERTIFICATION:  the undersigned, do hereby certify that the above information	e grant project.  208-772-0584x3006  Phone  a contained in this report, includin	01/02/2019 Date
the undersigned, do hereby certify that the above information re correct and accurately reflects the progress and status of the light o	e grant project.  208-772-0584x3006  Phone  a contained in this report, includin	01/02/2019 Date

## ATTACHMENT A GRANTEE DISBURSEMENT REPORT

		Paid to		
Request for Funds this Period:	\$22,060.00	Date:	\$2,340.00	
History of Request for CDBG Fund	ds			
Request for Funds # 6				

Pay Request #	Date Grantee Received Funds	Date Grantee Deposited Funds	Date Grantee Disbursed Funds	Check#	Amount	To Whom
1	02.15.18	02.15.18	02.21.18	31885	\$1,160.00	Panhandle Area Council
2	06.18.18	06.18.18	07.20.18	32564	\$460.00	Panhandle Area Council
3	07.16.18	07.16.18	06.21.18	32442	\$180.00	Panhandle Area Council
4	09.17.18	09.17.18	09.25.18	32887	\$360.00	Panhandle Area Council
5	10.01.18	10.01.18	10.04.18	32921	\$180.00	Panhandle Area Council

# ATTACHMENT B: LABOR STANDARDS UPDATE

	r	 	 	***************************************	 
Location of Wage Decision and Poster					
Labor Standards Enforcement Report/ Supporting Documentation	N/A				
No. Interviews Completed Total	0				
Required Apprenticeship Forms Submitted to IDC	N/A				
Apprentices	0				
No. Payrolls Reviewed	9				
Fringe Paid in Cash	>-				
Fringe Paid to Plan	z				
No. of Payrolls on File	9				
Authorized Signature Form Sent to IDC	>				
Authorized Signature Form Executed	>-				
Subcontract/Contract Certifications Sent to IDC	>				
Subcontract/Contract Certifications Executed	>				
Contractor/Subcontractor	BF Builders				



## PANHANDLE AREA COUNCIL, INC.

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

## **INVOICE**

Date: January 2, 2019

Period: November 1, 2018 To December 31, 2018

Number: 06 BFPool

**Project:** Bonners Ferry Municipal Pool Repairs - ICDBG-17-I-25-PK

To: Remit to:

City of Bonners Ferry Panhandle Area Council
PO Box 149 11100 N Airport Drive
Bonners Ferry, Idaho 83805 Hayden, ID 83835

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

Activit	<b>y</b>	Subtotal	Totals
Project Set-Up	100% Complete	\$ -	
Environmental	100% Complete	\$ -	
Labor Monitoring  ◆ Attend construction meetings  ◆ Review certified payroll reports	29% Complete	\$ 2,060.00	
Project Monitoring  ◆ Process pay request	72% Complete	\$ 135.00	
Civil Rights-Equal Access	0% Complete	\$ -	
Project Closeout	0% Complete	\$ -	
	Balance Due:	\$ 2,195.00	

Contract: \$ 11,000.00

Received to Date: \$ 2,340.00

Outstanding: \$

Contract Balance Before This Invoice: \$ 8,660.00

Balance Due This Period: \$ 2,195.00

## B. F. BUILDERS, INC.

PROJECT: Bonners Ferry Municipal Swimming Pool Repairs

Contractor: B.F. Builders, Inc.

Address: 65109 Hwy 2, Bonners Ferry, ID 83805

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

### **CONTRACTOR APPLICATION FOR PAYMENT**

 Architect: Mike Klaus

 Owner: City of Bonners Ferry

 APPLICATION NO.:
 1 Revised

 APPLICATION DATE:
 11/1/2018

 PERIOD TO:
 11/30/2018

CONTRACT AMOUNT:

\$104,400.00

\$20,045.00

\$84,355.00

B.F. BUILDERS, INC. JOB NUMBER: 18114-0	
CHANGE ORDER LOG:	

CHANGE ORDER #	AMOUNT
OTHER OF OTHER	
	-
Net change by change orders:	\$0.0

1. ORIGINAL CONTRACT AMOUNT:	\$104,400.00
2. NET CHANGE BY CHANGE ORDERS:	\$0.00
3. CONTRACT SUM TO DATE (1+2):	\$104,400.00
4. TOTAL COMPLETED & STORED	
TO DATE (clm F total)	\$21,100.00
5. RETAINAGE:	
a. 5% of completed work	
(clm C+D)	\$1,055.00
b. 5% of stored materials	
(clm E)	
TOTAL RETAINAGE (5a+5b)	\$1,055.00
6. TOTAL EARNED LESS RETAINAGE	
(line 4 less line 5 total)	\$20,045.00
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT: (clm C less retainage)	\$0.00

A	В	С	О	E	F	G	Н
DESCRIPTION		WORK CC	MPLETED	MATERIAL	COMPLETED		BALANCE
OF WORK	SCHEDULED	FROM	THIS	STORED	& STORED	%	то
Detail labor, materials &	VALUE	PREVIOUS	PERIOD	THIS	TO DATE	(F/B)	FINISH
lower tier subcontracts		REQUEST		PERIOD	(C+D+E)		(B-F)
by scope of work							
Mobilization	\$4,500.00	\$0.00	\$4,500.00	\$0.00	\$4,500.00	100	\$0.00
Layout & Rebar @ 8" Wall	\$16,600.00	\$0.00	\$16,600.00	\$0.00	\$16,600.00	100	\$0.00
Form & Pour @ 8" Wali	\$33,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$33,000.00
Vault Lid	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$3,500.00
Steps	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$2,500.00
Set Skimmer	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$6,500.00
Sidewalks	\$33,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$33,500.00
Restore Landscaping	\$4,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$4,300.00
***	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
***************************************	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
***************************************							
	\$104,400.00	\$0.00	\$21,100.00	\$0,00	\$21,100.00		\$83,300.00

8. CURRENT PAYMENT DUE:9. BALANCE TO FINISH, PLUS RETAINAGE (line 3 less line 6)

## CONTRACTOR'S CERTIFICATION

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

and the second of the second o	Payment of: 版 ZOLO4系。。。	
Signature A Signature	Is recommended by: / // // / / / // // // // // //	(Engineer)
Printed Name & Title Ivan Wedel, Administrator	Payment of: \$ 20,045 - 20	
Date ///30/18	Is recommended by:	(Mayor)
	APPRIVED	



## PANHANDLE AREA COUNCIL, INC

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

February 14, 2019

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

RE: CDBG Request for Funds #7

Dear Christine:

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

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

## Instructions:

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

Ms. Christine McNair, City Clerk City of Bonners Ferry February 14, 2019 Page 2

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

Please call me if you should have any questions.

Sincerely,

Dorian Komberec
Programs Specialist

Enclosures: as stated

## Financial Disbursement Form

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

Request for Funds #: 7

Report period: January 1 - January 31, 2019

Date: February 14, 2019

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

				1	TO BE FUNDED BY	<b>/</b> :	
INVOICE	INVOICE		INVOICE		City	Force	BUDGET
DATE	NUMBER	VENDOR	AMOUNT	ICDBG	Cash	Account	CATEGORY
02/13/19	7	Panhandle Area Council	1,165.00	1,165.00			Administration
TOTAL REQUE	EST FOR FUND	os:	1,165.00	1,165.00	0.00	0.00	

To be com	pleted for receipt	& disbursement oj	f ICDBG funds:	
ICDBG Funds Received: \$		Date Funds Receive	ed:	
Disbursed To:	For:	Check No.:	Date Disbursed:	Amount:
Panhandle Area Council	Admin			
TOTAL DISBURSEMENTS:				
>> Funds must	be disbursed withi	n five (5) calendaı	r days of receipt <<	
I certify that the information above is c	correct.			
Submitted by:				

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

PROJECT RE-CAP

					CDBG		City Force		
	To	Line Item Category	Invoice #	Invoice Date	ROUNDED	City Cash	Account Cash	City In-Kind	TOTAL
	BUDGET				150,000.00	83,560.00	42,806.00	1,500.00	277,866.00
	Grant Writing	Planning						1,500.00	1,500.00
гиа	Panhandle Area Council Administration	Administration	Ţ	02.05.18	1,160.00				1,160.00
РВЗ	Panhandle Area Council Administration	Administration	2	05.03.18	460.00				460.00
БЯЧ	Panhandle Area Council Administration	Administration	3	06.13.18	180.00				180.00
PR4	Panhandle Area Council Administration	Administration	4	08.08.18	360.00				360.00
SA9	Panhandle Area Council Administration	Administration	5	08.27.18	180.00				180.00
98	Panhandle Area Council Administration	Administration	9	01.02.19	2,195.00			AND	2.195.00
ld	BF Builders	Construction	ᆏ	11.30.18	20,045.00				20,045,00
ZAq	은 Panhandle Area Council Administration	Administration	7	02.13.19	1,165.00	***************************************			1,165.00
S00 S00 B00	×2.			***************************************	***************************************	***************************************			

27,245.00	250,621.00
1,500.00	ı
•	42,806.00
•	83,560.00
25,745.00	124,255.00

## City of Bonners Ferry Municipal Swimming Pool Repairs Financial Summary

## CDBG BUDGET

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

			City Force		
	ICDBG Grant	City Cash	Account Cash	City In-Kind	Total
Administration	5,700.00	_	-		5,700.00
Planning	-	-	-	1,500.00	1,500.00
Design Professional	-	_	**	<del>-</del>	
Construction	20,045.00	**	-	-	20,045.00
Financing	-	_	_	<b>-</b>	
Legal	••	-	-	_	

## BUDGET REMAINING City Fo

			City Force		
	ICDBG Grant	City Cash	Account Cash	City In-Kind	Total
Administration	5,300.00	-	-	-	5,300.00
Planning	-	bo.	-	-	-
Design Professional		-	17,806.00	-	17,806.00
Construction	118,955.00	83,560.00	25,000.00	-	227,515.00
Financing	-	-		-	-
Legal	_	**			***
Total	124,255.00	83,560.00	42,806.00	-	250,621.00

# 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	nners Ferry		Contract # ICI	Contract # ICDBG-17-I-25-PK	Contact Person Dorian Komberec	orian Komberec	Phone 208-772-0584 x3010	0584 x3010
Address PO Box 149, Bonners Ferry, ID 83805	ners Ferry, ID 83.	805	Report Period Jan 1-31, 2019		Date of Request 02/14/19	. 02/14/19	Reauest # 7	
	т	2	3	4	5	9	7	×
	CDBG	Total of	Program	Total Funds	Total	Unexpected	Accrued	Current
	Budget	Previous	Income	Requested +	Funds	Balance of	(unpaid) Bills	Requests for
	10-1-11	Requests	Earned	Program	Dispursed	Funds Reg. +	& Costs	Funds
				Income		Program Inc.		Col 7 - Col 6
Administration	\$11,000	\$4,715	\$0	\$4.715	\$2 340	\$2 195 \$2 195	Ç1 16E	¢1.465
					717	ししょしか	CO1,4.4.	car're
Construction	\$139,000	\$20,045	\$0	\$20,045	\$0	U\$	ζV	ÜŞ
						) }	2	00
		***************************************						
						The state of the s		
TOTALS	\$150,000	\$24,760	\$0	\$24,760	\$2,340	\$2,195	\$1,165	\$1,165

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

shown have been made for the purposes ceport period.	of, and in accordance with applicable contract terms and condition	hown 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 eport period.
ignature	Түреd Name	Title
	Davíd Sims	TOVEDA

## **CDBG PROGRESS REPORT**

Grantee:		Sub-recipient	t:	Report No.:	
City of Bonners Ferry		N/A	7		
Grant No.	Report Period:	1 2010	Design Professional: Identify current phase Design Phase		
ICDBG-17-I-25-PK	From <u>January 1, 2019</u>		Bidding Phase		
	To <u>January 31, 2019</u>		✓ Construction Phase  Post Construction Phase		
			rost construction r hase		
Construction Status: Narrative on construction activities (max 3 sentences). Attach photos if available.					
Winter shutdown is still in effect. The City engineer estimates that construction is still on target fo final completion date of May 31, 2019.				is still on target for a	
Percentage of Grant Administration complete: 52% Percentage of construction complete: 20%					

**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:	-	-
Grant Admin Contract:	10.01.16 10.30.17	02.05.18 02.05.18
Design Professional Contract with CDBG attachment:	-	-

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

CIVIL RIGHTS PROGRESS	Completion Date	Date Submitted to Commerce
Excessive Force Policy:	11.21.14	08.09.17
EEO Policy Statement:	02.23.18	02.23.18
Grievance Procedure:	09.15.15	11.18.16
Grantee EEO Poster (identify location):		

Contractor/Subcontractor Activity Report:		
CONSTRUCTION PROGRESS  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.	Completion Date	Date Submitted to Commerce
Construction bid document review certification:	07.24.18	07.24.18
Bid (published) Notices:	07.12.18	01.03.19
Ten Day Wage-Rate Update:	08.07.18	08.07.18
*Bid Tabulations:	N/A	N/A
Debarred List Checked:	09.05.18	09.05.18
Preconstruction Conference: Minutes and Checklists	10.30.18	01.03.19
*Notice to Proceed:		01.03.19
*Construction Contractor's Contract:	09.17.18	01.03.19
*Performance Bond and Payment Bond and Insurance Certification:	09.26.18	01.03.19
Steps to Comply with Section 3:		
*Certificate of Substantial Completion:		
Section 3 Summary Report:		

FAIR HOUSING	Completion Date	Date Submitted to Commerce
Fair Housing Month Proclamation- April:	02.06.18	03.05.18
Fair Housing Resolution and publication:	(R) 11.04.14 (P) 08.10.17	(R) 11.18.16 (P) 09.25.18
Fair Housing Assessment:	10.25.18	11.15.18
Display Fair Housing Information: (Identify Location)  Posters  Fair Housing Resolution  IHFA Accessibility Brochure N/A		

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

p			
SECOND PUBLIC HEARING		Completion Date	Date Submitted Commerce
<ul> <li>Published Notice</li> </ul>			
• Minutes			
List of Attendees			
ATTACHMENTS			
A-Disbursement Report (required)		<b>/</b>	
B-Payroll Review (if applicable)			
C-Acquisition (if applicable)		N/A	
I, the undersigned, do hereby certify that the above are correct and accurately reflects the progress and some accurately reflects the progress accurately r		010 (	<u>02/14/2019</u> Date
CERTIFICATION:			
I, the undersigned, do hereby certify that the above is are correct and accurately reflects the progress and s		report, including	g all attachments
	Mayor		
Signature of Chief Elected Official	Title	Į	Date

# ATTACHMENT A GRANTEE DISBURSEMENT REPORT

		Paid to		
Request for Funds this Period:	\$1,165.00	Date:	\$2,340.00	
History of Request for CDBG Fu	ınds	····		
Request for Funds #	7			

Pay Request #	Date Grantee Received Funds	Date Grantee Deposited Funds	Date Grantee Disbursed Funds	Check#	Amount	To Whom
1	02.15.18	02.15.18	02.21.18	31885	\$1,160.00	Panhandle Area Council
2	06.18.18	06.18.18	07.20.18	32564	\$460.00	Panhandle Area Council
3	07.16.18	07.16.18	06.21.18	32442	\$180.00	Panhandle Area Council
4	09.17.18	09.17.18	09.25.18	32887	\$360.00	Panhandle Area Council
5	10.01.18	10.01.18	10.04.18	32921	\$180.00	Panhandle Area Council
6	PENDING	PENDING	PENDING	PENDING	PENDING	Panhandle Area Council

# ATTACHMENT B: LABOR STANDARDS UPDATE

Location of Wage Decision and Poster					
Labor Standards Enforcement Report/ Supporting Documentation	N/A				
No. Interviews Completed Total	0				
Required Apprenticeship Forms Submitted to IDC	N/A				
Apprentices	0				
No. Payrolls Reviewed	111				
Fringe Paid in Cash	>-				
Fringe Paid to Plan	z				
No. of Payrolls on File	11				
Authorized Signature Form Sent to IDC	>				
Authorized Signature Form Executed	>-				
Subcontract/Contract Certifications Sent to IDC	>				
Subcontract/Contract Certifications Executed	>				
Contractor/Subcontractor	BF Builders				



## PANHANDLE AREA COUNCIL, INC.

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

## **INVOICE**

Date:

Febuary 13, 2019

Period:

January 1, 2019

To

January 31, 2019

Number:

07 BFPool

Project:

Bonners Ferry Municipal Pool Repairs - ICDBG-17-I-25-PK

To:

Remit to:

City of Bonners Ferry

PO Box 149

Panhandle Area Council 11100 N Airport Drive

Bonners Ferry, Idaho 83805

Hayden, ID 83835

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

Ac	ctivity	Subtotal	Totals
Project Set-Up	100% Complete	\$ -	
Environmental	100% Complete	\$ -	
Labor Monitoring  ◆ Correspond with Contractor cor  ◆ Review certified payroll reports		\$ 1,030.00	
Project Monitoring Process pay request	81% Complete	\$ 135.00	
Civil Rights-Equal Access	0% Complete	\$ -	
Project Closeout	0% Complete	\$ -	
	Balance Due:	\$ 1,165.00	

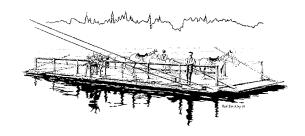
Contract: \$ 11,000.00

Received to Date: \$ 2,520.00

Outstanding: \$ 2,195.00

Contract Balance Before This Invoice: \$ 6,285.00

Balance Due This Period: \$ 1,165.00





Date:

February 14, 2019

To:

City Council

From:

Mike Klaus, City Engineer

Subject: City Pool Project - PAC Contract Amendment #1

Attached is Amendment #1 to the City's contract with PAC for administering the ICDB grant for improvements to the City pool. The only change proposed is a new end date of July 31, 2019. This change reflects a 6 month extension of the contract since the final completion date of the pool project was pushed to May 31, 2019.

I recommend that the Council authorize the Mayor to sign the contract Amendment #1 with PAC as attached.

Please let me know if you have any questions.

Thank you,

Mike

## **AMENDMENT #1**

# PROFESSIONAL SERVICES CONTRACT – TASK ORDER #2 between The City of Bonners Ferry and Panhandle Area Council

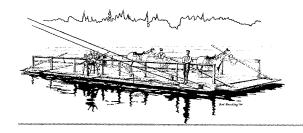
The Professional Services Contract – Task Order #2 between The City of Bonners Ferry and Panhandle Area Council dated October 30, 2017 is hereby amended as follows:

1. <u>END DATE</u>. The end date for services to be performed by the CONTRACTOR has been extended by six (6) months to meet the construction schedule.

NEW END DATE: July 31, 2019

The foregoing task order amendment is hereby accepted with the understanding that all other terms and conditions will remain the same.

PANHANDLE AREA COUNCIL	CITY OF BONNERS FERRY
BY:	BY:
Lloyd. W. Jacobson, Executive Director Printed Name/Title	David Sims, Mayor Printed Name/Title
Date / / / /	Date
Namey Wahl	
Affest	Attest



## **CITY OF BONNERS FERRY**

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

Priorie: 208-207-3103 Fax: 208-267-4373

# Memo

To: Mayor and City Council

From: Christine McNair, Clerk/Treasurer

Date: February 14, 2019

Re: Authorize Advertising for Billing Clerk Position

I am requesting authorization to advertise for the Billing Clerk position. Jean Diel will be retiring effective August 1, 2019. I am hoping to hire someone in advance, so that person can receive training prior to Jean retiring.

Thank you,

Christine McNair Clerk/Treasurer