

1. Call to Order**2. Pledge of Allegiance****3. Consent Agenda – Action Item**

All items on the consent agenda are considered to be routine and will be enacted by one motion. If discussion on any item is requested that item will be removed and placed on the regular agenda.

- a) Minutes of September 18, 2019 Meeting
- b) Bills for approval

4. Public Comments**5. Eagle Rock Timber, Inc. Discussion of Lift Station Project Delays– Action Item****6. Keller Associates Application for Payment Lift Station Project – 08 –Action Item****7. Keller Associates Application for Payment Lift Station Project – 09 –Action Item****8. Audit Engagement Letter For The 2019 Fiscal Year– Action Item****9. Professional Services Agreement Salmon Outdoor School – Action Item**

- 10. Executive Session IC 74-206 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.**

11. Informal Discussion/Round Table**12. Committee Meetings / Public Information**

- a) Public Works Team – October 9, 2019 – 2:00 p.m.
- b) Parks and Recreation Team – October 9, 2019 - 3:00 p.m.
- c) Finance Team – October 9, 2019 - 1:00 p.m.
- d) Public Safety Team – October 9, 2019 – 4:00 p.m.

13. Public Comments**14. Future Council Meeting Agenda Items Future Action Items**

- 1) Completion of Monk Street Transfer of Property (Beers/Slavin) –Pending Plat Map from Wade Surveying

15. Adjournment – Action Item

NOTE: The City of Salmon will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Arrangements for auxiliary aids and services necessary for effective communication for qualified persons with disabilities or language assistance requests need to be made as soon as possible, but no later than three working days before the scheduled meeting. Please contact the City Clerk at (208) 756-3214 at least 24 hours in advance of the meeting date and time. (Si necesita servicios de traducción, póngase en contacto con el Coordinador del título vi en 756-3214.) Agenda will be e-mailed upon request.

**CITY COUNCIL MEETING
SEPTEMBER 18, 2019
SALMON, IDAHO**

Mayor Leo Marshall opened the regular City Council meeting at 6:00 p.m. Those in attendance were:

COUNCIL MEMBERS: **Jim Baker**
 Jim Bockelman
 Ken Hill
 Neal James
 Robin Phillips
 Fred Waidely

CITY ATTORNEY: **Fred Snook**

Decisions/Action Items

- 1) Council approved a motion that playground equipment remain at the Child Development Center/Police Department sight and become a portion of the city parks control to maintain.
- 2) Council will request that Eagle Rock come to a City Council meeting to discuss the disbursement of funds on PR 08 and PR 09 and liquidated damages.
- 3) Pay Request 08 & 09 will be held until Eagle Rock meets with Council for discussion.
- 4) Council approved the certificate of substantial completion with an attached punch list as provided by Keller Associates.
- 5) Council approved the purchase of a Cremation Columbaria for the Cemetery for \$18,000.
- 5) Ordinance 19-841 Amendment to FY19 Budget approved.

Consent Agenda – Action Item

- a) Minutes of September 4, 2019 Meeting
- b) Bills for approval

Councilor Hill made a motion to approve the minutes of September 4, 2019 and bills for approval as submitted. Roll call vote: Bockelman...aye, Waidely...aye, Phillips...aye, James...aye, Baker...aye, and Hill...aye.

Public Comments

Bob Wiederrick, 1403 Upper Cleveland Avenue, asked the City to put an underlayment on the road where there was a soft spot. He thanked the Public Works Department for addressing his concerns.

CDC Playground Equipment – Action Item

Bob Lockes, Withington Creek, on behalf of the Elks does not understand why the City wants to tear out the Park at the Child Development Center/new Police Department building. They would also like to see the fence remain. Councilor James said initially there was some concern as to having the playground equipment at the Police Department and was told that after inquiring as to the playground location, the Elks voted to take the equipment. Julie Goodman stated that they did question why they wanted it to be moved. They do not want to commit at this point but if it can stay where it is the Elks would consider helping put in a fence.

Councilor Bockelman stated that the reason Council was going in that direction was because an Elks member approached Councilor James with an offer to take the equipment.

Councilor Phillips is in favor of leaving the playground equipment where it is. The fence could be run from the garage east to meet the other fence.

Fred Snook stated that in reality historically the Police Department has been located in a public area. They do not interview that many undesirable people at the Police Department. When they are arrested they are taken to the Sheriff's office.

Councilor Waidely stated that he does not believe we need to move the fence and sees no problem with interaction between our police force and the public.

Melinda Ellison, Exalted Ruler at the Elks, stated that they have a strong drug awareness program within the Elks organization nationally and being this close to the local Police Department could be a big opportunity to interact with kids.

A letter was submitted by Jamie Phillips stating that she is in favor of leaving the playground equipment where it is.

PUBLIC HEARING 6:15 P.M. – AMENDMENT TO FY19 BUDGET

Mayor Marshall opened the public hearing at 6:15 p.m.

The City Council of the City of Salmon is holding a public hearing for consideration of an amendment to the FY19 budget by addition of monies received and expended by the City of Salmon.

PROPOSED AMENDED EXPENDITURES

General Fund:.....	\$ 51,000
Streets & Alleys Fund.....	\$125,000
Water Fund.....	\$ 165,000
Sewer Fund.....	\$ 980,000

GRAND TOTAL.....\$ 1,321,000

PROPOSED AMENDED REVENUES

General Fund:.....	\$ 51,000
Streets & Alleys Fund.....	\$125,000
Water Fund.....	\$ 165,000
Sewer Fund.....	\$ 980,000

GRAND TOTAL.....\$ 1,321,000

Amy Fealko reviewed the proposed amended expenditures and revenues.

The City Clerk has not received any written testimony.

Mayor Marshall asked for testimony in support. None was given.

Mayor Marshall asked for testimony uncommitted or neutral. None was given.

Mayor Marshall asked for testimony from those opposed. None was given.

The Public hearing was closed at 6:19 p.m.

CDC Playground Equipment – Action Item - continued

Councilor Bockelman made a motion that playground equipment remain at the sight and become a portion of the city parks control to maintain. Roll call vote: Bockelman...aye, Waidely...aye, Phillips...aye, James...aye, Baker...aye, and Hill...aye.

Lift Station Liquidated Damages Discussion – Action Item

Article 4 – Contract Times of the Lift Station Project Documents and Specifications 4.03 addresses liquidated damages. It states that the contractor shall pay the owner \$500 for each day that expires after the time specified for substantial completion until the work is substantially complete and if the contractor neglects, refuses, or fails to complete the remaining work within the contract time the contractor shall

pay the owner \$500 for each day that expires after such time until the work is completed and ready for final payment.

Matthew Hill, Keller Associates, said they are here to answer any questions. The Lift Station project is wrapping up and construction is complete. They are to the point that a Certificate of Substantial Completion can be issued. There are a few warranty items to still be addressed.

Councilor Phillips stated that the original contract was a timeframe of 60 days to completion. Just for a railing replacement it took one month. The whole project has dragged along. She wants to know based on \$500 a day what number did they come up with for the City. Matthew stated that since the last contract extension that was moved out to April 12th it would be 146 days as of September 5th which is when everything was installed and substantially complete, the amount would be \$73,000. Matthew stated that article 4 of the general conditions of the contract documents that the contractor signed it is there as an option to the city. With this particular contractor there have been some other projects for some other client cities and they have seen how this has gone in other cases. It is not as cut and dried and simple as them being over their limit of days. He wouldn't expect them to issue a check for that amount. They would likely enter legal proceedings.

Councilor Phillips stated that what she is hearing is that it would put Keller Associates in a position since they work with them on multiple projects. She sees it as Council's decision as the city, how they want to proceed. She believes Eagle Rock should stand by the contract.

Councilor Waidely asked if any of the 146 days could be construed as the responsibility of the City. Matthew said they will make a case that some of the days could have been caused from the City furnishing the pump skid that did not meet its delivery schedule from the manufacturer.

Jim Mullen, Keller Associates stated that for clarity they do not have any kind of relationship with Eagle Rock. They are a contractor for a couple other cities where they are the engineer.

Councilor Phillips stated that the City should have someone from Eagle Rock come to the Council for a discussion before we release any more funds.

Fred Snook stated that obviously the liquidated damages are available. The council does not have all the facts. Of the 146 days is there a breakdown? The general theory of the liquidated damages is that it is available. We should certainly explore that and Councilor Phillips' idea of having them come to present why that shouldn't

be enforced would probably be the first step. It would seem the most cautious course of action would be to not pay the full amount if they might owe the City \$73,000.

Councilor Bockelman commented that if the City held \$73,000 back they are due \$20,000. If the skid plate is an issue the plate was an issue to us in the beginning. Smith and Loveless did not make the plate as requested in the first place but our fault because we agreed to take something less. He suggested giving them \$20,000.

Councilor Baker stated that he believes the work they have done is what we owe, and he believes the liquidated damages are a separate action.

Councilor Phillips stated that is not the way it is done. If someone fails to deliver according to the contract the full amount is not paid without coming to terms with the liquidated damages.

Fred Snook stated that some companies might not have the resources to pay back what is owed.

Matthew stated that once the payment is made it would be near impossible to get a check back.

Fred Snook stated that the City's only leverage is withholding the money.

Councilor Waidely suggested keeping the retainage.

Jim Mullen said this will be a legal decision; a contract was in place and signed. They have been developed by national attorneys. Keller Associates cannot really make a recommendation as how to proceed. He recommends the City Attorney advise the Council.

Councilor Phillips made a motion to request the owner of Eagle Rock come to a City Council meeting to discuss the disbursement of funds on PR 08 and PR 09 less liquidated damages of \$500 a day. Roll call vote: Hill...aye, Baker...aye, James...aye, Phillips...aye, Waidely...aye, and Bockelman...aye.

Keller Associates Application for Payment Lift Station Project – 08 –Action Item

Keller Associates, Inc. presented a request for payment in the amount of \$37,110.67 dated July 11, 2019. This will be held until Council meets with Eagle Rock.

Keller Associates Application for Payment Lift Station Project – 09 –Action Item

Keller Associates, Inc. presented a request for payment in the amount of \$56,296.57 dated September 16, 2019. This will be held until Council meets with Eagle Rock.

Keller Associates Certificate of Substantial Completion – Action Item

Keller Associates submitted a Certificate of Substantial Completion stating that the date of substantial completion was September 5, 2019 on the Lift Station Project. There were no amendments to the owner's responsibilities and no amendments to the contractor's responsibilities noted on the document. The certificate applied to "all work".

Councilor Waidely made a motion to issue a certificate of substantial completion to Eagle Rock. After explanation by the engineer that normally retainage is released upon approval of substantial completion, the motion was withdrawn.

After review of the contract documents page 54j by Fred Snook, Councilor Waidely made a motion to approve the certificate of substantial completion with an attached punch list as provided by Keller Associates. Roll call: Bockelman...aye, Waidely...aye, Phillips...aye, James...aye, Baker...aye, and Hill...aye.

Fred Snook noted that the city has not imposed liquidated damages. If we do, we are required to give them written notice stating Council's decision.

Keller Associates Water Study Findings – Informational Item

Water Rights

- Existing water rights are sufficient for projected demands

Water Supply

- Creeks supply sufficient water most years
- Island pump station pumps from infiltration gallery
- Check valve at pumps and ponds to prevent draining the ponds. Need air/vac valve at ponds too.

Water Treatment Plant

- @ Influent water quality is adequate (there are no out of the ordinary concerns)
- Working fairly well. A few upgrades needed:
 - o Chemical feed systems
- Able to produce sufficient quantity of drinking water for projected demands
- No standby generator - should be installed
- Replace instrumentation that no longer works - turbidimeters, streaming current meters

Storage Tank

- * 1.5 MG tank built in 1978
- * Inspected regularly and appears to be in working condition
- * Volume is sufficient as the WTP produces plenty of water. Power outage a concern at the WTP as there would not be sufficient quantity for extended outage

Distribution System

- * Water meters are approaching 20 years old and need replacing
- * Wide range of pipe age and size
- * Many hydrants connected to 4inch mains, not in compliance with IDAPA which requires connection to minimum sixinch diameter mainlines.
- * High pressures in the system (up to 170 psi)
 - o Split middle zone into 2 zones to limit pressure to "110 psi .IDAPA requirements for pressure are from 35 psi to 100 psi.
- * Low pressures "20 psi in the upper zone closest to water tank strictly due to elevation of tank.
- * Fire flow issues
 - o Need additional looping, upsizing pipes
 - o Areas not covered to add hydrants
- * River crossings at Main St Bridge
 - o Pipe exposed on south side
 - o Old pipe on north side which runs under City Hall

Recommendations

1. New P RVs and Replacement of Priority Pipi ng to improve fire flow service and looping	\$163,000
2 New PRV Stations	\$2,393,000
Group A 8,616 ft	\$2,606,000
Group B 9,239 ft	\$894,000
Group C 1,640 ft	\$1,901,000
Group D - 6,589 ft	\$1,867,000
Group E - 7,053 ft	\$455,000
Group F - 1,274 ft	\$823,000
2. Replacement of Water Meters	\$305,000
3. Installation of Power Generator at Water Treatment Plant	\$50,000
4. Checkvalves for Island pump station	\$142,000
5. Chemical Feed System Improvements at Water Treatment Plant	
	Total \$11,599,000

6. Replacement of Remaining Pipe 4" and smaller \$6,579,000

The cost estimate herein is based on our perception of current conditions at the project location. Costs include contractor mobilization and OH&P, contingency, engineering, legal, and administration. This estimate reflects our opinion of probable costs at this time and is subject to change as the project design matures. Keller Associates has no control over variances in the cost of labor, materials, equipment, services

provided by others, contractors methods of determining prices, competitive bidding or market conditions, practices or bidding strategies. Keller Associates cannot and does not warrant or guarantee that proposals, bids, or actual construction costs will not vary from the cost presented herein.

Financial Impact

Assumptions

Number of Users:	1620
Block Grant:	\$500,000
USDA Grant:	30%
Interest Rate:	3.5%
Loan Term:	40 years

Cost per user per million dollars of project cost: \$1.69 /month

Plan on \$1.50 - \$2.00/month/user depending on grants and loan terms.

Rick Miller, The Development Company – Water Study Financing Options – Informational Item

Rick stated that there are multiple ways to pay for improvements. The Development Company identifies the best financing sources. The typical programs that they work with on a water system would be block grants (which the City is currently eligible for) and has no loan attached to it, the Department of Environmental Quality (DEQ) which issues State Revolving Loan Funds through the Environmental Protection Agency funds which usually come at a lower interest rate, and the USDA Rural Development. Also the Army Corp of Engineers is a possible funding source.

As far as timelines he would recommend getting on the DEQ priority list for loan dollars which is coming up in January. The DEQ does not let you amortize more than a 30 year loan but has a lower interest rate. Block grant funding is once a year and is coming up in November.

Jim Mullen asked to meet with the Public Works group to review things by item and come up with a plan for prioritization. Council agreed unanimously.

Cremation Columbaria – Action Item

Steve Hunter – Hunters Idaho Falls Monuments is offering the City of Salmon an 80 Niche Wall or Columbariums at a reduced rate of \$18,000. They have a granite door and an aluminum door behind that. He had quoted \$15,400 for a 48 niche wall at the last council meeting with an additional \$1,450 for double doors.

Councilor Hill made a motion to go forward with the purchase. Roll call vote: Bockelman...aye, Waidely...aye, Phillips...aye, James...aye, Baker...aye, and Hill...aye.

Ordinance 19-841 Amendment to FY19 Budget – Action Item

ORDINANCE NO. 19-841

AN ORDINANCE OF THE CITY OF SALMON, IDAHO, AMENDING ORDINANCE 18-831, THE ANNUAL APPROPRIATIONS ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018; APPROPRIATING ADDITIONAL MONIES THAT ARE TO BE RECEIVED AND EXPENDED BY THE CITY OF SALMON, IDAHO, IN THE SUM OF \$1,321,000 AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City Council has the authority by Idaho Statute to approve and amend annual budgets for the expenses and liabilities of the City of Salmon; and

Whereas, an amendment is necessary to correct the annual budget for unanticipated revenues and unexpended funds in Fiscal Year 2019; and

Whereas, pursuant to Idaho Code 05-1002 a public hearing was duly noticed and conducted on September 18th 2019 for the consideration of the amended budget.

Therefore, be it ordained by the Mayor and City Council of the City of Salmon, Lemhi County, Idaho:

Section 1: The Fiscal Year 2019 Budget shall be amended as follows:

AMENDED EXPENDITURES

General Fund:.....	\$ 51,000
Streets & Alleys Fund.....	\$125,000
Water Fund.....	\$ 165,000
Sewer Fund.....	\$ 980,000
GRAND TOTAL.....	\$ 1,321,000

AMENDED REVENUES

General Fund:.....	\$ 51,000
Streets & Alleys Fund.....	\$125,000
Water Fund.....	\$ 165,000

Sewer Fund.....\$ 980,000

GRAND TOTAL.....\$ 1,321,000

Section 2: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3: This ordinance shall take effect and be in full force upon its passage, approval and publication in one issue of the Recorder Herald, a newspaper of general circulation in the City of Salmon, and the official newspaper of said City.

PASSED under suspension of rules upon which a roll call vote was taken to duly enact an Ordinance of the City of Salmon, Lemhi County, Idaho at a convened meeting of the City of Salmon City Council held on the 18th day of September 2019.

Councilor Hill made a motion to suspend the rules of reading Ordinance 19-841 on three separate occasions and approve ordinance 19-841 on the first reading by title only. Roll call vote: Hill...aye, Baker...aye, James...aye, Phillips...aye, Waidely...aye, and Bockelman...aye.

Fee Schedule Review Discussion – Informational Item

Councilor Baker stated that he feels Council is continually behind schedule for reviewing fees. There are about 220+ fees. The fees could be reviewed as an all council meeting, they could review a portion once a month in council meetings, or they could assign them to the finance committee to review fees over a period of time to present recommendations to council. He would like to go through the fee review before the budget process.

Reports – Team Meetings and Financial – Informational Item

a) Finance Team Meeting Minutes

September 11, 2019

Submitted by Jim Baker

The Finance Team meeting was held at 1:00 PM on September 11, 2019. Present were Councilors Jim Baker, Ken Hill and Robin Phillips, and Finance Director Amy Fealko.

1) The August 2018/2019 financial statements were reviewed. The financials remain on track with the planned budget. A review will be presented at the upcoming council meeting. The budget will be opened in September to

accommodate prior council approved expenditure commitments and other revenue changes. Detailed explanation of all planned adjustments will be presented to Council.

2) The closeout review for FY 18/19 based on preliminary financial figures will be presented at the October 16th council meeting.

3) A review of the FY 19 budget amendment detailed adjustments was held. These will be presented at the September 18, 2019 council meeting.

4) The development of a plan to analyze our current financial status and future policy for sequestered funds necessary for replacement of major recurrent equipment replacements i.e. water filters, river water pumps and water mains was discussed. This will be presented at a future council meeting.

5) The discussion on future financial needs developing from acquisition of facilities was postponed.

6) The need for a timely review of the cities fee schedule was discussed. The topic will be discussed at a future full council meeting.

The next Financial Meeting will be held on October 9, 2019 in City Hall at 1:00pm.

b) Parks and Recreation Team Meeting Minutes

September 11th, 2019

Submitted by Jim Bockelman

Present: Sacajawea Center Director Lin Gray, City Clerk Mary Benton, Waste Water Supervisor/Cemetery Sexton Charles Cockrell, Parks Supervisor Gordon Stephenson, Cemetery Grounds Staff Lenard Hatch, Council Members Neal James, Fred Waidely and Jim Bockelman.

The team discussed the cremation cemetery columbaria that was presented to Council at the last Council meeting. The first question was, "is it needed?" Mary, Charles and Lenard all agreed it was needed and that the sale of the interment niches should be handled by the City. The team discussed the size of a unit, a location where it could be placed, the need to keep it from coming in contact with sprinkler water, what the City should charge for a niche so the structure pays for itself plus get a good start to pay for a second unit in the future as well as if there was revenue in the Cemetery Fund to cover the cost of the columbaria. The team felt that the full council should discuss and act on this possible addition to the Cemetery.

Sacajawea Center Director Lin Gray discussed a time line on the hiring of her replacement. Fall Frolic is the next event at the center, October 12th. Lin is working on updating the Bigley's agreement. The volunteers-r/ver's are gone as of September 6th. Lin hopes to get into the Farmhouse, aka the Police Station, to make a list and plan for its future at the Center. The team discussed the upcoming haying agreement which is due to expire November 1, 2019. The last two agreements have been for three years, prior years have been for single years. There was also discussion on a price to expect the agreement to return and the expectations of the lessee. Gordon had very good input to the discussion. Lin will handle and make her recommendations to Council.

Parks Supervisor Gordon Stephenson said all is well with parks. There is cracking in the tennis court and the basketball court that needs repairing. There has been some work done on the basketball court which seems to be working. The tennis court which is mainly used by the pickle ball players has not been addressed due to the usage it gets. Gordon needs at least a week of the court being shut down to play so the crack repair materiel can dry properly. How to notify the pickle ball players is the issue at large, possibly City Hall could help. There has been graffiti at the pavilion on Island Park which the park's crew has taken care of.

Lenard reported things are winding down at the Cemetery.

The Kid's Creek Park toilet replacement by Fish and Games scheduling is moving forward and should be done before the end of the year. Gordon had one comment to be passed on to the Fish and Game. The moss that is removed by the Fish and Game is left in piles which cannot be mowed thru. His request is to have them not mound the moss up in the grass. Jim will pass that on. And the "Welcome to Salmon" monument at the park is still in need of repair but has been addressed by the Mayor and Harry Shanafelt, Public Works Superintendent.

c) Public Works Team Meeting Minute

September 11, 2019

Submitted by Fred Waidely

The Public Works Team meeting convened at 2:00 p.m. Present were team members Chairman Waidely, Councilman Bockelman, Councilman Baker, Public Works Supervisor Shanafelt, Prospective Public Works Supervisor Cockrell and Mr. Jared Bragg representing the proposed Bluff Subdivision.

The Plat of the Bluff Subdivision was reviewed by the team and found to be compatible with the existing city infrastructure and utilities required to support the project. It is the recommendation of the team the council forward it on to Planning and Zoning.

A review of Idaho State inspection of the Daisy Street bridge has determined that the bridge will require replacement at some future time. Harry Shanafelt said that LHTAC may have future grant money to assist in supporting this project and that his department would apply when that happens.

The team inquired into the recent failure of one of the river pumps. Shanafelt stated that a check valve failed on the 125HP pump allowing it to spin backwards which damaged the pump. The pump was removed and sent for rebuilding. It has been returned and reinstalled and is in service. The 200 HP pump was then removed and sent to be refurbished. The city currently is not in a water shortage situation because the recent rains have replenished the creek supply, however the water department is cautiously monitoring the situation until the 200 HP pump is reinstalled and operating.

The next meeting of the Public Works Team will be October 9, 2019.

d) Monthly Financial Report/Treasurers Report – Amy Fealko

General fund revenues are at 89.6% and Expenditures are 90.8%. For Top Revenues Property Tax is at 92.6%, Sales Tax is 102.2%, Revenue Sharing is 52.8%, and Liquor Revenue is at 83.8% for a total of 89.7%. Expenditures by department are as follows: Executive 88.3%, Administration 82.8%, Community Development 56.9%, Planning and Zoning 86.4%, Sacajawea Center 85.9%, Police Department 93.4%, Parks 74.4%, Swimming Pool 97.9%, Salmon Valley Center 128.9% for a total of 90.8%. Cemetery revenues are at 88.6% and Expenditures 80.6%. Streets and alleys revenues are 111.6% and Expenditures 113.5%. Local Option Tax revenues are 105.5% and expenditures are 64.0%. Water Fund revenues are 96.8% and expenditures are 103.9% while Sewer Fund revenues are 93.6% and expenditures 205.2%

Informal Discussion/Round Table

1) Councilor Phillips stated that since the City is in the process of hiring a new Sacajawea Center director it would make sense to hold off and let the director decide whether she/he wants to keep the current programs or have something else. The timetable allows that much leeway to be able to put together a new program if they wish.

2) Councilor James stated that Council should go to the Cemetery to look at possible locations of the new Columbarium.

Committee Meetings / Public Information

- a) Public Works Team – October 9, 2019 – 2:00 p.m.
- b) Parks and Recreation Team – October 9, 2019 - 3:00 p.m.
- c) Finance Team – October 9, 2019 - 1:00 p.m.
- d) Public Safety Team – October 9, 2019 – 4:00 p.m.

Public Comments

None

Future Council Meeting Agenda Items Future Action Items

- 1) Completion of Monk Street Transfer of Property (Beers/Slavin) –Fred Snook
Pending Plat Map from Tom Taylor

Adjournment – Action Item

The Council meeting was adjourned at 8:15 p.m.

Mayor, Leo Marshall

Mary Benton, City Clerk

BILLS SUBMITTED TO THE COUNCIL MEETING
October 2, 2019

The attached list of bills, in addition to those noted below, is approved for payment.

Additions:

Emery Penner – Lodging Reimbursement for Training - \$280.78

Postmaster – Utility Postage - \$410.53

September Payroll - \$75,632.28

September Payroll Liabilities - \$64,910.70

JIM BOCKELMAN _____

ROBIN PHILLIPS _____

FRED WAIDELY _____

NEAL JAMES _____

JIM BAKER _____

KEN HILL _____

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
1520 Cannon, Curtis									
9/2019	1	Range Maintenance - Reimbursement	Invoice	09/10/2019	10/02/2019	46.34		46.34	10-51-049
Total 9/2019:						46.34	.00	46.34	
9/2019A	1	Range Maintenance - Reimbursement	Invoice	09/10/2019	10/02/2019	67.43		67.43	10-51-049
Total 9/2019A:						67.43	.00	67.43	
Total 1520 Cannon, Curtis:						113.77	.00	113.77	
2839 Executech									
137515	1	Online Backup Solution	Invoice	08/31/2019	09/19/2019	36.57		36.57	10-42-063
Total 137515:						36.57	.00	36.57	
Total 2839 Executech:						36.57	.00	36.57	
2894 Fastenal									
MTMSL5045	1	Shop Supplies	Invoice	08/07/2019	09/19/2019	18.68		18.68	30-43-032
MTMSL5045	2	Shop Supplies	Invoice	08/07/2019	09/19/2019	18.68		18.68	60-40-032
MTMSL5045	3	Shop Supplies	Invoice	08/07/2019	09/19/2019	18.67		18.67	61-40-032
Total MTMSL50452:						56.03	.00	56.03	
MTMSL5183	1	Nuts/Bolts	Invoice	09/12/2019	10/02/2019	21.46		21.46	61-40-032
MTMSL5183	2	Nuts/Bolts	Invoice	09/12/2019	10/02/2019	21.46		21.46	60-40-032
MTMSL5183	3	Nuts/Bolts	Invoice	09/12/2019	10/02/2019	21.46		21.46	30-43-032
Total MTMSL51833:						64.38	.00	64.38	
Total 2894 Fastenal:						120.41	.00	120.41	
2981 Savage Strong Fitness									
9/2019	1	Gym Payroll Deductions	Invoice	09/30/2019	10/02/2019	257.58		257.58	10-223
Total 9/2019:						257.58	.00	257.58	
Total 2981 Savage Strong Fitness:						257.58	.00	257.58	
3271 Golden West Irrigation, LLC									
4007902	1	Replace 125 hp Pump	Invoice	09/26/2019	10/02/2019	11,620.75		11,620.75	60-40-079
4007902	2	Replace 200 hp Pump	Invoice	09/26/2019	10/02/2019	11,984.00		11,984.00	60-40-079
4007902	3	Repair 200hp motor	Invoice	09/26/2019	10/02/2019	2,432.00		2,432.00	60-40-079
4007902	4	Pump Delivery	Invoice	09/26/2019	10/02/2019	500.00		500.00	60-40-079
Total 4007902:						26,536.75	.00	26,536.75	
Total 3271 Golden West Irrigation, LLC:						26,536.75	.00	26,536.75	
3376 Grainger									
9286622304	1	Parts for R & M - Water Plant	Invoice	09/09/2019	09/19/2019	363.05		363.05	60-40-060
Total 9286622304:						363.05	.00	363.05	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 3376 Grainger:						363.05	.00	363.05	
3469 H & N Irrigation									
2270	1	Pipe/Barrel Repair	Invoice	09/24/2019	10/02/2019	160.00		160.00	10-55-082
Total 2270:						160.00	.00	160.00	
2274	1	Cemetery - Irrigation System	Invoice	09/27/2019	10/02/2019	750.00		750.00	20-40-070
Total 2274:						750.00	.00	750.00	
Total 3469 H & N Irrigation:						910.00	.00	910.00	
3480 H.D. Fowler Company									
C482779	1	Credit Memo - Irrigation Parts	Invoice	09/05/2019	09/19/2019	523.82-		523.82-	10-55-032
Total C482779:						523.82-	.00	523.82-	
I5258017	1	Irrigation Waterline Parts	Invoice	08/26/2019	09/19/2019	543.82		543.82	10-55-032
Total I5258017:						543.82	.00	543.82	
I5267448	1	Irrigation Waterline Parts	Invoice	09/04/2019	09/19/2019	157.46		157.46	10-55-032
Total I5267448:						157.46	.00	157.46	
Total 3480 H.D. Fowler Company:						177.46	.00	177.46	
3890 Huston Irrigation LLC									
814	1	Seal Kit - Pressure Washer	Invoice	09/17/2019	10/02/2019	145.00		145.00	30-43-062
814	2	Seal Kit - Pressure Washer	Invoice	09/17/2019	10/02/2019	145.00		145.00	60-40-062
814	3	Seal Kit - Pressure Washer	Invoice	09/17/2019	10/02/2019	145.00		145.00	61-40-062
Total 814:						435.00	.00	435.00	
Total 3890 Huston Irrigation LLC:						435.00	.00	435.00	
3898 I A S EnviroChem									
1905362	1	Quality tests	Invoice	09/12/2019	09/19/2019	122.00		122.00	61-40-039
Total 1905362:						122.00	.00	122.00	
1905500	1	Quality tests	Invoice	09/18/2019	10/02/2019	25.00		25.00	61-40-039
Total 1905500:						25.00	.00	25.00	
Total 3898 I A S EnviroChem:						147.00	.00	147.00	
4240 Idaho Power Co									
9/2019	1	Power Billing	Invoice	09/10/2019	09/19/2019	493.87		493.87	10-55-052
9/2019	2	Power Billing	Invoice	09/10/2019	09/19/2019	480.30		480.30	10-48-052
9/2019	3	Power Billing	Invoice	09/10/2019	09/19/2019	689.64		689.64	10-57-052
9/2019	4	Power Billing	Invoice	09/10/2019	09/19/2019	80.97		80.97	30-48-052
9/2019	5	Power Billing	Invoice	09/10/2019	09/19/2019	5.14		5.14	30-43-052
9/2019	6	Power Billing	Invoice	09/10/2019	09/19/2019	116.99		116.99	10-51-050

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 9/2019:						1,866.91	.00	1,866.91	
9/2019A	1	Power Billing	Invoice	09/17/2019	10/02/2019	125.84		125.84	10-51-050
9/2019A	2	Power Billing	Invoice	09/17/2019	10/02/2019	2,031.61		2,031.61	30-48-052
9/2019A	3	Power Billing	Invoice	09/17/2019	10/02/2019	13.05		13.05	30-43-052
9/2019A	4	Power Billing	Invoice	09/17/2019	10/02/2019	13.04		13.04	60-40-052
9/2019A	5	Power Billing	Invoice	09/17/2019	10/02/2019	1,594.36		1,594.36	61-40-052
9/2019A	6	Power Billing	Invoice	09/17/2019	10/02/2019	19.41		19.41	10-55-052
Total 9/2019A:						3,797.31	.00	3,797.31	
Total 4240 Idaho Power Co:						5,664.22	.00	5,664.22	
4546 In The Swim									
6543838	1	POOL CHEMICALS	Invoice	07/12/2019	08/08/2019	38.98-		38.98-	10-56-035
Total 6543838:						38.98-	.00	38.98-	
6545095	1	POOL CHEMICALS	Invoice	07/12/2019	08/08/2019	129.98-		129.98-	10-56-035
Total 6545095:						129.98-	.00	129.98-	
6634874	1	POOL CHEMICALS	Invoice	07/25/2019	08/08/2019	44.90		44.90	10-56-035
Total 6634874:						44.90	.00	44.90	
6651028	1	POOL CHEMICALS	Invoice	07/25/2019	08/08/2019	44.90		44.90	10-56-035
Total 6651028:						44.90	.00	44.90	
Total 4546 In The Swim:						79.16-	.00	79.16-	
4681 Irving, Julie & Johnson, Bonnie									
9/2019	1	Cemetery Buy-Back Program (Block L,	Invoice	09/11/2019	09/19/2019	200.00		200.00	20-40-073
Total 9/2019:						200.00	.00	200.00	
Total 4681 Irving, Julie & Johnson, Bonnie:						200.00	.00	200.00	
4861 Johnny B Transport									
5-408610	1	Shipping road oil	Invoice	08/26/2019	09/19/2019	6,376.49		6,376.49	30-43-037
Total 5-408610:						6,376.49	.00	6,376.49	
Total 4861 Johnny B Transport:						6,376.49	.00	6,376.49	
4877 Junkyard Bistro									
9/2019	1	Docent Dinner Catering	Invoice	09/12/2019	10/02/2019	288.00		288.00	10-48-045
Total 9/2019:						288.00	.00	288.00	
Total 4877 Junkyard Bistro:						288.00	.00	288.00	
5230 Lemhi County									
10/2019	1	Building Department Contract	invoice	10/01/2019	10/02/2019	1,500.00		1,500.00	10-45-042

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 10/2019:						1,500.00	.00	1,500.00	
Total 5230 Lemhi County:						1,500.00	.00	1,500.00	
5635 Lost River Honda									
6456	1	Parks - Grasshopper Power Unit	Invoice	09/29/2019	10/02/2019	14,670.25		14,670.25	10-55-076
Total 6456:						14,670.25	.00	14,670.25	
Total 5635 Lost River Honda:						14,670.25	.00	14,670.25	
5735 Madsen, Leah									
9/2019	1	Travel expense	Invoice	09/04/2019	10/02/2019	40.80		40.80	10-51-047
Total 9/2019:						40.80	.00	40.80	
Total 5735 Madsen, Leah:						40.80	.00	40.80	
5739 Mahoney House									
9/2019	1	LOT Funds - Raf/Trailer {SEP}	Invoice	09/18/2019	10/02/2019	6,820.00		6,820.00	80-40-400
Total 9/2019:						6,820.00	.00	6,820.00	
Total 5739 Mahoney House:						6,820.00	.00	6,820.00	
6220 MPH Industries, Inc									
6009048	1	Radar Repair	Invoice	09/10/2019	09/19/2019	133.78		133.78	10-51-062
Total 6009048:						133.78	.00	133.78	
Total 6220 MPH Industries, Inc:						133.78	.00	133.78	
7102 R & S Distributing									
101187	1	Janitorial supplies	Invoice	09/03/2019	09/19/2019	75.58		75.58	10-48-050
Total 101187:						75.58	.00	75.58	
Total 7102 R & S Distributing:						75.58	.00	75.58	
7207 Rasmussen Equipment Company									
10102146	1	Window Latch - Public Works	Invoice	09/18/2019	10/02/2019	61.88		61.88	60-40-062
10102146	2	Window Latch - Public Works	Invoice	09/18/2019	10/02/2019	61.88		61.88	30-43-062
10102146	3	Window Latch - Public Works	Invoice	09/18/2019	10/02/2019	61.87		61.87	61-40-062
Total 10102146:						185.63	.00	185.63	
Total 7207 Rasmussen Equipment Company:						185.63	.00	185.63	
7210 Ray's Heating									
19-2587	1	Monthly heat pump service	Invoice	09/10/2019	09/19/2019	80.00		80.00	10-57-060
Total 19-2587:						80.00	.00	80.00	
Total 7210 Ray's Heating:						80.00	.00	80.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
7228 Recorder Herald									
8/2019	1	Ads & legal notices	Invoice	08/31/2019	09/19/2019	77.28		77.28	10-42-046
8/2019	2	Ads & legal notices	Invoice	08/31/2019	09/19/2019	56.10		56.10	10-48-046
8/2019	3	Ads & legal notices	Invoice	08/31/2019	09/19/2019	311.04		311.04	10-45-046
8/2019	4	Ads & legal notices	Invoice	08/31/2019	09/19/2019	257.28		257.28	80-40-046
8/2019	5	Ads & legal notices	Invoice	08/31/2019	09/19/2019	81.00		81.00	10-41-088
8/2019	6	Ads & legal notices - Feb 2019	Invoice	08/31/2019	09/19/2019	120.00		120.00	10-45-046
8/2019	7	Ads & legal notices - Feb 2019	Invoice	08/31/2019	09/19/2019	134.04		134.04	10-42-046
Total 8/2019:						1,036.74	.00	1,036.74	
Total 7228 Recorder Herald:						1,036.74	.00	1,036.74	
7840 Denyce Bigley									
10/2019	1	Sacajawea Center Program	Invoice	10/01/2019	10/02/2019	625.00		625.00	10-48-091
Total 10/2019:						625.00	.00	625.00	
Total 7840 Denyce Bigley:						625.00	.00	625.00	
7894 Salmon River / Quality Motors									
158936	1	Lube/Oil/Filter - Police	Invoice	09/10/2019	10/02/2019	38.96		38.96	10-51-061
Total 158936:						38.96	.00	38.96	
159146	1	Lube/Oil/Filter - Police	Invoice	09/19/2019	10/02/2019	41.56		41.56	10-51-061
Total 159146:						41.56	.00	41.56	
Total 7894 Salmon River / Quality Motors:						80.52	.00	80.52	
8002 Salmon River Quick Stop									
1021189	1	Fuel--police cars	Invoice	09/05/2019	10/02/2019	59.00		59.00	10-51-035
Total 1021189:						59.00	.00	59.00	
50003	1	Fuel--police cars	Invoice	08/22/2019	10/02/2019	20.06		20.06	10-51-035
Total 50003:						20.06	.00	20.06	
Total 8002 Salmon River Quick Stop:						79.06	.00	79.06	
8686 Stanford Police Supply									
94411	1	Police uniforms	Invoice	09/26/2019	10/02/2019	218.00		218.00	10-51-029
Total 94411:						218.00	.00	218.00	
Total 8686 Stanford Police Supply:						218.00	.00	218.00	
9334 U S A Blue Book									
009945	1	Sewer Plant Sensors	Invoice	09/16/2019	10/02/2019	237.00		237.00	61-40-062
Total 009945:						237.00	.00	237.00	
3059	1	Water Plant Maintenance	Invoice	09/09/2019	09/19/2019	259.24		259.24	60-40-060

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 3059:						259.24	.00	259.24	
4363	1	Wastewater Plant Maintenance	Invoice	09/10/2019	09/19/2019	102.57		102.57	61-40-060
Total 4363:						102.57	.00	102.57	
4514	1	Sewer Plant Sensors	Invoice	09/10/2019	09/19/2019	302.36		302.36	61-40-062
Total 4514:						302.36	.00	302.36	
Total 9334 U S A Blue Book:						901.17	.00	901.17	
9733 Valley Office Systems									
AR776097	1	Copier Contract	Invoice	09/13/2019	10/02/2019	37.50		37.50	60-40-056
AR776097	2	Copier Contract	Invoice	09/13/2019	10/02/2019	37.51		37.51	61-40-054
AR776097	3	Copier Contract	Invoice	09/13/2019	10/02/2019	100.00		100.00	10-42-054
Total AR776097:						175.01	.00	175.01	
Total 9733 Valley Office Systems:						175.01	.00	175.01	
9735 Valley Wide Cooperative									
8/2019	1	Drug Dog Food	Invoice	08/31/2019	09/19/2019	105.04		105.04	10-51-039
8/2019	2	Pool Propane	Invoice	08/31/2019	09/19/2019	1,947.41		1,947.41	10-56-053
Total 8/2019:						2,052.45	.00	2,052.45	
Total 9735 Valley Wide Cooperative:						2,052.45	.00	2,052.45	
10036 Wells Fargo Bank									
9/2019	1	Sacajawea Center - Office Supplies	Invoice	09/18/2019	10/02/2019	99.62		99.62	10-48-031
9/2019	2	Sacajawea Center - Docent Gifts	Invoice	09/18/2019	10/02/2019	783.74		783.74	10-48-045
Total 9/2019:						883.36	.00	883.36	
9/2019A	1	City Clerk - Supplies	Invoice	09/18/2019	10/02/2019	21.19		21.19	10-42-032
9/2019A	2	City Clerk - Supplies (Streets)	Invoice	09/18/2019	10/02/2019	11.65		11.65	30-43-032
9/2019A	3	Signs for Park	Invoice	09/18/2019	10/02/2019	34.95		34.95	10-55-032
Total 9/2019A:						67.79	.00	67.79	
9/2019B	1	Police Chief - Supplies	Invoice	09/18/2019	10/02/2019	47.25		47.25	10-51-032
Total 9/2019B:						47.25	.00	47.25	
Total 10036 Wells Fargo Bank:						998.40	.00	998.40	
11303 Froemming, Russell									
9/2019	1	Sacajawea Deposit Refund	Invoice	09/24/2019	10/02/2019	150.00		150.00	10-250
Total 9/2019:						150.00	.00	150.00	
Total 11303 Froemming, Russell:						150.00	.00	150.00	
11304 Bingham, Michelle									
9/2019	1	Sacajawea Deposit Refund	Invoice	09/11/2019	10/02/2019	150.00		150.00	10-250

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 9/2019:						150.00	.00	150.00	
Total 11304 Bingham, Michelle:						150.00	.00	150.00	
11305 White, Ryan or Lisa									
9/2019	1	Utility Deposit Refund	Invoice	09/26/2019	10/02/2019	52.39		52.39	60-207
Total 9/2019:						52.39	.00	52.39	
Total 11305 White, Ryan or Lisa:						52.39	.00	52.39	
Total :						71,571.92	.00	71,571.92	
Grand Totals:						71,571.92	.00	71,571.92	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
10-223	257.58	.00	257.58
10-250	300.00	.00	300.00
10-41-088	81.00	.00	81.00
10-42-032	21.19	.00	21.19
10-42-046	211.32	.00	211.32
10-42-054	100.00	.00	100.00
10-42-063	36.57	.00	36.57
10-45-042	1,500.00	.00	1,500.00
10-45-046	431.04	.00	431.04
10-48-031	99.62	.00	99.62
10-48-045	1,071.74	.00	1,071.74
10-48-048	56.10	.00	56.10
10-48-050	75.58	.00	75.58
10-48-052	480.30	.00	480.30
10-48-091	625.00	.00	625.00
10-51-029	218.00	.00	218.00
10-51-032	47.25	.00	47.25
10-51-035	79.06	.00	79.06
10-51-039	105.04	.00	105.04
10-51-047	40.80	.00	40.80
10-51-049	113.77	.00	113.77
10-51-050	242.83	.00	242.83
10-51-061	80.52	.00	80.52
10-51-062	133.78	.00	133.78
10-55-032	736.23	523.82-	212.41
10-55-052	513.28	.00	513.28
10-55-062	160.00	.00	160.00
10-55-076	14,670.25	.00	14,670.25
10-56-035	89.80	168.96-	79.16-
10-56-053	1,947.41	.00	1,947.41
10-57-052	689.64	.00	689.64
10-57-060	80.00	.00	80.00
20-40-070	750.00	.00	750.00
20-40-073	200.00	.00	200.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
30-43-032	51.79	.00	51.79
30-43-037	6,376.49	.00	6,376.49
30-43-052	18.19	.00	18.19
30-43-062	206.88	.00	206.88
30-48-052	2,112.58	.00	2,112.58
60-207	52.39	.00	52.39
60-40-032	40.14	.00	40.14
60-40-052	13.04	.00	13.04
60-40-056	37.50	.00	37.50
60-40-060	622.29	.00	622.29
60-40-062	206.88	.00	206.88
60-40-079	26,536.75	.00	26,536.75
61-40-032	40.13	.00	40.13
61-40-039	147.00	.00	147.00
61-40-052	1,594.36	.00	1,594.36
61-40-054	37.51	.00	37.51
61-40-060	102.57	.00	102.57
61-40-062	746.23	.00	746.23
80-40-046	257.28	.00	257.28
80-40-400	6,820.00	.00	6,820.00
Grand Totals:	<u>72,264.70</u>	<u>692.78-</u>	<u>71,571.92</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
02/19	254.04	.00	254.04
07/19	89.80	188.96-	79.16-
08/19	9,831.55	.00	9,831.55
09/19	59,964.31	523.82-	59,440.49
10/19	2,125.00	.00	2,125.00
Grand Totals:	<u>72,264.70</u>	<u>692.78-</u>	<u>71,571.92</u>



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. []

Application: PR# 08	Application Date: 6/25/2019
To: City of Salmon New Lift Station	Via (Engineer): Keller Associates, Inc.
(Owner): 3000 Wright Road, Idaho Falls, ID 83401	Engineer's Project No.: 217066
Project:	
Owner's Contract No.: #380	

Change Order Summary

Approved Change Orders	Number	Additions	Deductions
	1	\$2,356.20	
TOTALS		\$2,356.20	
NET CHANGE BY CHANGE ORDERS		\$2,356.20	

- 1. ORIGINAL CONTRACT PRICE**..... \$ **818,040.00**
- 2. Net change by Change Orders**..... \$ **2,356.20**
- 3. Current Contract Price (Line 1 ± 2)**..... \$ **820,396.20**
- 4. TOTAL COMPLETED AND STORED TO DATE**
(Column F total on Progress Estimates)..... \$ **804,315.40**
- 5. RETAINAGE:**
 - a. 5% **\$804,315.40** Work Completed..... \$ **40,215.77**
 - b. 5% _____ Stored Material..... \$ _____
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ **40,215.77**
- 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)**..... \$ **764,099.63**
- 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**..... \$ **726,988.96**
- 8. AMOUNT DUE THIS APPLICATION**..... \$ **37,110.67**
- 9. BALANCE TO FINISH, PLUS RETAINAGE**
(Column G total on Progress Estimates + Line 5.c above)..... \$ **56,296.57**

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(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 the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: *Kenneth Kerner*

Date: *7/11/2019*

Payment of: \$ **37,110.67**

(Line 8 or other - attach explanation of the other amount)

is recommended by:

Matt B. Blair

(Engineer)

7/11/2019

(Date)

Payment of: \$ **37,110.67**

is approved by:

(Owner)

(Date)

Approved by:

Funding or Financing Entity (if applicable)

(Date)

Progress Estimate - Lump Sum Work

Contractor's Application

Eagle Rock Timber, 3000 Wright Road, Idaho Falls, ID 83401		Application Number: PR #08		Application Period: Through 06/25/19			
For Project No: 380		Application Date: June 25, 2019					
City of Salmon: New Lift Station		Work Completed					
A	B	C	D	E	F	G	
Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date	% (F/B)	Balance to Finish (B-F)
1	Bonds and Insurance	\$12,000.00			\$12,000.00	100.0%	
2	General Conditions	\$107,793.00	\$2,155.86		\$107,793.00	100.0%	
3	Mobilization	\$3,000.00	\$300.00		\$3,000.00	100.0%	
4	Clear and Grub	\$4,000.00			\$4,000.00	100.0%	
5	Shoring and Trench Box	\$40,000.00			\$40,000.00	100.0%	
6	Excavation and Backfill	\$88,000.00			\$88,000.00	100.0%	
7	Gravel Site	\$3,500.00	\$3,500.00		\$3,500.00	100.0%	
8	Yard Piping Materials	\$22,700.00			\$22,700.00	100.0%	
9	Precast Manhole Materials	\$23,000.00			\$23,000.00	100.0%	
10	Yard Piping/ Precast Install	\$92,120.00			\$92,120.00	100.0%	
11	Stainless Steel Slide Gate	\$7,593.00			\$7,593.00	100.0%	
12	Helicalpiers	\$24,540.00			\$24,540.00	100.0%	
13	Fencing	\$5,278.00	\$5,278.00		\$5,278.00	100.0%	
14	Concrete Reinforcing Material	\$24,000.00			\$24,000.00	100.0%	
15	Concrete	\$138,000.00			\$138,000.00	100.0%	
16	Floor hatch	\$2,500.00			\$2,500.00	100.0%	
17	Masonry w/ Foam Insulation	\$22,440.00			\$22,440.00	100.0%	
18	Misc Steel/ Handrail and Guardrail	\$23,000.00			\$23,000.00	100.0%	
19	Roof Trusses	\$5,115.00			\$5,115.00	100.0%	
20	Rough Carpentry	\$3,000.00			\$3,000.00	100.0%	
21	Cabinetry	\$2,625.00			\$2,625.00	100.0%	
22	Insulation	\$700.00			\$700.00	100.0%	
23	Metal Roofing and Siding	\$10,000.00					\$10,000.00
24	Caulking and Sealants	\$1,000.00	\$1,000.00		\$1,000.00	100.0%	
25	Doors and Hardware	\$1,700.00	\$170.00		\$1,700.00	100.0%	
26	Overhead Coiling Door	\$4,900.00			\$4,900.00	100.0%	
27	Drywall	\$5,560.00			\$5,560.00	100.0%	
28	Painting	\$18,968.00			\$18,968.00	100.0%	
29	Signage	\$200.00	\$200.00		\$200.00	100.0%	
30	Fire Extinguisher	\$100.00	\$100.00		\$100.00	100.0%	
31	Trolley and Hoists	\$3,200.00	\$320.00		\$3,200.00	100.0%	
32	Plumbing	\$18,900.00			\$17,955.00	95.0%	\$945.00
33	Mechanical Piping Materials	\$6,800.00	\$204.00		\$6,800.00	100.0%	
34	Mechanical Piping Install	\$25,000.00	\$6,250.00		\$25,000.00	100.0%	
35	HVAC	\$15,450.00	\$618.00		\$15,450.00	100.0%	
36	Electrical / Instrumentation	\$51,358.00			\$46,222.20	90.0%	\$5,135.80
	Extra Work:	\$818,040.00					\$16,080.80
	CO#1 - Remove Existing Piping	\$2,356.20			\$2,356.20	100.0%	
	Totals	\$820,396.20	\$39,063.86		\$804,315.40	98.0%	\$16,080.80

Contractor's Application for Payment No.

Application: PR# 09	Application Date: 8/12/2019
From: Eagle Rock Timber, Inc. 3000 Wright Road, Idaho Falls, ID 83401	Application through 08/12/19
To: City of Salmon New Lift Station (Owner):	Via (Engineer): Keller Associates, Inc.
Project:	Engineer's Project No.: 217066
Owner's Contract No.:	Contractor's Project No. #380

Change Order Summary

Approved Change Orders Number	Additions	Deductions
1	\$2,356.20	
3	\$2,255.00	
TOTALS		
NET CHANGE BY CHANGE ORDERS		\$4,611.20

1. ORIGINAL CONTRACT PRICE..... \$ 8818,040.00
2. Net change by Change Orders..... \$ 4,611.20
3. Current Contract Price (Line 1 ± 2)..... \$ 8822,651.20
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 8820,396.20
5. RETAINAGE:
 - a. 5% X \$820,396.20 Work Completed..... \$
 - b. 5% X Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 8820,396.20
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 5764,099.63
8. AMOUNT DUE THIS APPLICATION..... \$ 556,296.57
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (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 the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Keller Associates Date: 8/12/2019

Payment of: \$ 56,296.57
(Line 8 or other - attach explanation of the other amount)

is recommended by: Matt Bain (Engineer) 9/16/2019 (Date)

Payment of: \$ _____ (Owner) _____ (Date)

is approved by: _____ (Owner) _____ (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

Eagle Rock Timber, 3000 Wright Road, Idaho Falls, ID 83401		Application Number: PR #08-2		Application Period: Through: 07/25/19			
For Project No: 380		Application Date: July 25, 2019		Work Completed			
City of Salmon: New Lift Station		Application Date: July 25, 2019		Work Completed			
A	B	C	D	E	F	G	
Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date	% (F/B)	Balance to Finish (B-F)
1	Bonds and Insurance	\$12,000.00			\$12,000.00	100.0%	
2	General Conditions	\$107,793.00			\$107,793.00	100.0%	
3	Mobilization	\$3,000.00			\$3,000.00	100.0%	
4	Clear and Grub	\$4,000.00			\$4,000.00	100.0%	
5	Shoring and Trench Box	\$40,000.00			\$40,000.00	100.0%	
6	Excavation and Backfill	\$88,000.00			\$88,000.00	100.0%	
7	Gravel Site	\$3,500.00			\$3,500.00	100.0%	
8	Yard Piping Materials	\$22,700.00			\$22,700.00	100.0%	
9	Precast Manhole Materials	\$23,000.00			\$23,000.00	100.0%	
10	Yard Piping/ Precast Install	\$92,120.00			\$92,120.00	100.0%	
11	Stainless Steel Slide Gate	\$7,593.00			\$7,593.00	100.0%	
12	Helicalpiers	\$24,540.00			\$24,540.00	100.0%	
13	Fencing	\$5,278.00			\$5,278.00	100.0%	
14	Concrete Reinforcing Material	\$24,000.00			\$24,000.00	100.0%	
15	Concrete	\$138,000.00			\$138,000.00	100.0%	
16	Floor hatch	\$2,500.00			\$2,500.00	100.0%	
17	Masonry w/ Foam Insulation	\$22,440.00			\$22,440.00	100.0%	
18	Misc Steel/ Handrail and Guardrail	\$23,000.00			\$23,000.00	100.0%	
19	Roof Trusses	\$5,115.00			\$5,115.00	100.0%	
20	Rough Carpentry	\$3,000.00			\$3,000.00	100.0%	
21	Cabinetry	\$2,625.00			\$2,625.00	100.0%	
22	Insulation	\$700.00			\$700.00	100.0%	
23	Metal Roofing and Siding	\$10,000.00	\$10,000.00		\$10,000.00	100.0%	
24	Caulking and Sealants	\$1,000.00			\$1,000.00	100.0%	
25	Doors and Hardware	\$1,700.00			\$1,700.00	100.0%	
26	Overhead Coiling Door	\$4,900.00			\$4,900.00	100.0%	
27	Drywall	\$5,560.00			\$5,560.00	100.0%	
28	Painting	\$18,968.00			\$18,968.00	100.0%	
29	Signage	\$200.00			\$200.00	100.0%	
30	Fire Extinguisher	\$100.00			\$100.00	100.0%	
31	Trolley and Hoists	\$3,200.00			\$3,200.00	100.0%	
32	Plumbing	\$18,900.00	\$945.00		\$18,900.00	100.0%	
33	Mechanical Piping Materials	\$6,800.00			\$6,800.00	100.0%	
34	Mechanical Piping Install	\$25,000.00			\$25,000.00	100.0%	
35	HVAC	\$15,450.00			\$15,450.00	100.0%	
36	Electrical / Instrumentation	\$51,358.00	\$5,135.80		\$51,358.00	100.0%	
	Extra Work:						
	CO#1 - Remove Existing Piping	\$2,356.20			\$2,356.20	100.0%	
	CO#2-Pump Skid	\$2,255.00	\$2,255.00		\$2,255.00	100.0%	
	Totals	\$820,396.20	\$804,315.40	-\$16,080.80	\$820,396.20	100.0%	

September 25, 2019

City of Salmon – State of Idaho
200 Main Street
Salmon, ID 83467

Dear City Council,

The following represents our understanding of the services we will provide City of Salmon – State of Idaho.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Salmon – State of Idaho, as of September 30, 2019, and for the year then ended and the related notes to the financial statements, which collectively comprise the City of Salmon’s basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management’s discussion and analysis, budgetary comparison information, and pension schedules be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management’s Discussion and Analysis
- Budget to Actual
- Schedule of Employer’s Share of Net Pension Liability – PERSI base plan
- Schedule of Employer Contributions – PERSI Base Plan

Supplementary information other than RSI will accompany City of Salmon – State of Idaho’s basic financial statements. The supplementary information will be presented for purposes of additional analysis and is not a required part of the basic financial statements. The following supplementary information will be subjected to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- The Combining Balance Sheet – Special Revenue Funds – Nonmajor
- The Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluation the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. At the conclusion of our audit, we will also request certain written representation from you about the basic financial statements and related matters.

Because of the inherent limitation of an audit, together with the inherent limitation of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of City of Salmon – State of Idaho's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;

- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulation applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year periods under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding the supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representation made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of City of Salmon – State of Idaho's basic financial statements. Our report will be addressed to the governing body of City of Salmon – State of Idaho. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraphs, or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standard*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or email, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows

	Begin	Complete
Document internal control and preliminary tests	November	December
Observe physical inventories	N/A	N/A
Mail confirmations	December	December
Perform year-end audit procedures	December	December
Issue audit reports	January	January

Farrell Steiner is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Searle Hart and Associates' services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered periodically and are payable upon presentation. We estimate that our fee for the audit will be \$13,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City of Salmon's personnel to assist in the preparation of schedules and analyses of accounts. This effort could reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

With respect to any non-attest services we perform, City of Salmon – State of Idaho's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed non-audit service.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of a least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other finding or issues, if any, arising from the audit that are, in our professional judgement, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Searle Hart and Associates and constitutes confidential information. However, we may be requested to make certain audit documentation available to others pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Searle Hart and Associates' personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend or decide to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Searle Hart & Associates, PLLC

Searle Hart and Associates
3395 S. Holmes
Idaho Falls, Idaho 83404

RESPONSE:

This letter correctly sets forth our understanding.

City of Salmon – State of Idaho

Acknowledged and agreed on behalf of the City of Salmon – State of Idaho by:

Name: _____

Title: _____

Date: _____

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between the **City of Salmon**, a political subdivision of the State of Idaho, herein "ENTITY" and **Denyce Bigley DBA Salmon Outdoor School** herein "CONTRACTOR".

The parties agree as follows:

1. SCOPE OF WORK: ENTITY engages CONTRACTOR to perform the work associated with the educational programs at the Sacajawea Center as set forth in Exhibit "A" attached hereto.

2. PAYMENT: ENTITY agrees to pay CONTRACTOR for their services rendered under this Agreement an amount not to exceed the total sum of \$7,500 for said services rendered from October 1, 2019 through September 30, 2020.* The parties agree that the ENTITY will provide monthly payment of \$625.00 for all work under this Agreement for services rendered herein. CONTRACTOR may offer Salmon Outdoor School overnight programs onsite when they do not conflict with the regular summer schedule. Overnight program fees will be paid by participants to CONTRACTOR. Fees collected by CONTRACTOR may be used to cover program expenses. Thirty (30) per cent of overnight program fees in excess of program expenses will be submitted to ENTITY through Sacajawea Center director.

*The current Sacajawea Center Director, Lin Gray, has negotiated this agreement. However, a new director will take the position as of January 1, 2020. If the new director does not recommend CONTRACTOR services continue this agreement may be terminated by ENTITY. CONTRACTOR will be compensated for services rendered up to the date of termination.

3. RIGHT OF CONTROL: ENTITY agrees to work in conjunction with the CONTRACTOR on the details, manner, or means by which programs are accomplished, but has no right to control the actions of the CONTRACTOR which result in the services performed hereunder, subject to the provision, ENTITY reserves the right to edit or remove any content that is deemed to be out-of-date, inaccurate, misleading, defamatory, obscene, and/or offensive material or language. CONTRACTOR is obligated to provide educational programs on site at the Sacajawea Center including, but not limited to, the programming as set forth in Exhibit A through the contract period. CONTRACTOR shall correspond and make all requests about needs and site maintenance to ENTITY director and no other staff working for ENTITY. CONTRACTOR agrees, however, that her other contracts or services shall not interfere with the performance of her 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 they 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: ENTITY shall supply equipment, tools, materials and/or supplies to the CONTRACTOR for educational programs that are advertised and operated as the Sacajawea Center. CONTRACTOR shall request needed items and work with ENTITY to identify sources and cost, not to exceed a reasonable portion of the value of the program revenue.
10. EFFECTIVE DATE: This contract will run from October 1, 2019 through September 30, 2020.
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 act and/or any 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 \$300,000 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. TERMINATION: Any party may terminate this contract at any time, with or without cause or reason, with a 30-day written notice to the other party.
19. 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 October, 2019.

ENTITY:

City of Salmon

By _____
Leo Marshall, Mayor

CONTRACTOR:

Salmon Outdoor School

By _____
Denyce Bigley DBA

ATTEST:

Clerk of _____

WITNESS:

(Signature of Witness or Notary Public)

Exhibit A

October 2019

- Plan and implement Fall Frolic
- Lemhi County schools programs as scheduled by Denyce
- Outdoor School structure maintenance and clean-up

November 2019

- Intern program planning and implementation

December 2019

- Intern program planning and implementation

* The current Sacajawea Center Director, Lin Gray, has negotiated this agreement. However, a new director will take the position as of January 1, 2020. If the new director does not recommend Outdoor School services continue this agreement may be terminated by the City of Salmon. Denyce Bigley will be compensated for services rendered up to the date of termination.

January 2020

- Intern program planning and implementation

February 2020

- Intern program planning and implementation

March 2020

- Intern program planning and implementation

April 2020

- Intern program planning and implementation

May 2020

- Intern program planning and implementation
- Present about SOS at docent training
- School programs as scheduled by Denyce

June 2020

- Intern program implementation
- Plan and implement Father's Day Event

July 2020

- Intern program implementation

August 2019

- Intern program implementation
- 1805 Living Experience
- Agaidika Heritage Days

September 2019

- Intern program implementation
- Plan Fall Frolic
- School programs as scheduled by Denyce
- Outdoor School structure maintenance and clean-up
- Year-to-date report with recommendations for next season