

# AGENDA Special Donnelly City Council Monday, July 1<sup>st</sup>, 2019 at 6:30 pm Donnelly Community Center

#### **ROLL CALL**

#### PLEDGE OF ALLEGIENCE

#### PUBLIC COMMENT:

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. Please limit comments to three (3) minutes. **The City Council does not take any action or make any decisions during public comment**. To request Council action during the Business portion of a Council meeting, contact City Clerk at least one week in advance of a meeting.

#### **BUSINESS AGENDA (ACTION ITEMS)**

AB 19-51 Idaho Parks & Recreational Grant - City Campground Host

AB 19-52 Valley County Weed Department Professional Service Contract

AB 19-53 Idaho Power Line Extension

AB 19-54 City Alley Seal Coat

AB 19-55 Surplus of City Blade

AB 19-56 City Hall Flagpole

**FY20 Budget Workshop** 

**Staff Report** 

ADJOURN: Monday, July 15, 2019 at 6:00 p.m.

169 Halferty Street Donnelly, Idaho 83615

Number

AB 19-51

Meeting Date 07/01/2019

AGENDA ITEM INFORMATION				
SUBJECT:		Department Approvals	Initials	Originator or
Idaho Parks & Recreational Grant		Manage / Consoli	-	Supporter
City Campgr		Mayor / Council Clerk/Treasurer		
City Campgi	ouna 110st	Public Works		
		Public Works		
COST IMPACT.				
COST IMPACT:				
FUNDING SOURCE:				
TIMELINE:				
	eation Board approved funding for	r the Donnelly Campground host site and return to get the process started.	in the amo	ount of
RECOMMENDE	O ACTION:			
1. Authorize	Mayor to sign necessary document	ts		
		COUNCIL ACTION		
MEETING DATE	ACTION			



Applicant: City of Donnelly	Project No: RV20-3-43-2
Project Name: Camp Host Site	Date Approved: 5/21/2019
Location: Donnelly Campground	Project Period: From: 7/1/2019 To: 6/30/2020

It is mutually agreed and understood that the use of these funds will be for the purposes stated on the attached budget sheet known as Exhibit A, which is incorporated herein by this reference and subject to the terms as described herein. It is also understood that the Grantee is responsible to obtain all necessary permits; follow applicable bidding laws; keep accurate records of expenses for audit purposes; construct all improvements according to mutually agreed upon construction standards and all applicable state, local, or federal codes and maintain improvements to be open and safe for public use, without regard to one's race, gender, national origin, religion, or disability. It is expressly agreed that the Department's sole involvement in the project covered by this agreement is in design and contribution of funds, that the Department shall acquire no interest in the property or improvements covered by this agreement, and that the Department and the state of Idaho, therefore, shall not bear any liability for use of the facilities or project area except insofar as such loss may be attributable to design by the Department. It is mutually agreed that the Grantee will comply with the rules governing the appropriate recreation program in effect as of the date of this agreement. Grantees are required to understand and follow the rules outlined in IDAPA 26.01.31 Administration of IDPR Recreational State & Federal Grant Funds, including, but not limited to:

**Expenditure of Grant Funds**. The grantee shall have only the designated state fiscal year to expend and request reimbursement of grant funds. If the grant funds are not expended within the designated fiscal year, the grant shall be revoked unless the applicant makes a written request and receives an extension of time from the Department.

**Documentation and System of Internal Controls**. The grantee shall maintain a system of internal controls in order to identify the source and disbursement of funds provided for all project costs and match by grant or project. Accounting records shall be supported by source documentation such as vouchers, canceled checks, invoices, payroll, time and attendance records, contract and sub-grant award documents, and other required billing forms.

**Disbursement of Funds**. The Department shall authorize disbursement of funds allocated to a project on a reimbursement basis. This means that the grantee shall initially pay all project costs and then seek reimbursement through the Department using the approved IDPR form. Requests for reimbursement must be received within forty-five (45) days after completion of the project. In addition to reimbursement deadlines in IDAPA 26.01.31, the Department requires that all requests for project closeout reimbursements must be submitted no later than thirty (30) days prior to the end of the designated state fiscal year.

**Grant Modification**. Only for good cause, and upon the submission of detailed justification shown in writing and approval by the State and Federal Grant Manager may the terms and obligations of the grant application or grant agreement be modified.

**Public Use/Nondiscrimination**. Physical facilities and real property purchased in whole or in part with grant moneys shall be available for public use regardless of race, color, religion, national origin, gender, age, or disability. Facilities constructed with grant moneys shall meet the requirements as set by the Americans with Disabilities Act Guidelines.

For a complete list of rules please refer to <a href="https://adminrules.idaho.gov/rules/current/26/260131.pdf">https://adminrules.idaho.gov/rules/current/26/260131.pdf</a>

# Idaho Department of Parks and Recreation GRANT AGREEMENT FORM – page 2

Special Conditions:	ante un un meneral de la meneral de la meneral meneral de meneral de meneral de la meneral meneral de meneral
By signing, the grantee acknowledges they understand the te special conditions listed.	erms and conditions of accepting these funds, including any
In witness thereof:	APPROVED:
Signature-Applicant's Authorized Representative	Idaho Department of Parks and Recreation
Title	Date
Date	



#### 10) BUDGET

\*Round to the nearest dollar and percentage. Be sure to check your addition. Columns A+B=C.

# Identify the Common Name of the Project

Donnelly Campground Camp Host Site

This should match the common name on the first page of your application!

	Project Components	Source of Funding: (A) Grant Request	Source of Funding: (B) Matching Share	(C) Total Cost
1.	Electrical service to campground	12000	0	12000
	Project Components	Source of Funding: (A) Grant Request	Source of Funding: (B) Matching Share	(C) Total Cost
2.	Electric Service within campground	4180		4180
	Project Components	Source of Funding: (A) Grant Request	Source of Funding: (B) Matching Share	(C) Total Cost
3.	Well drilling	9940		9940
	Project Components	Source of Funding: (A) Grant Request	Source of Funding: (B) Matching Share	(C) Total Cost
4.	Water service-tank; lines;frost free hydrant	3616		3616
	Project Components	Source of Funding: (A) Grant Request	Source of Funding: (B) Matching Share	(C) Total Cost
5.	North Lake Sewer connection	14545		14545
	Project Components	Source of Funding: (A) Grant Request	Source of Funding: (B) Matching Share	(C) Total Cost
6.	Lift station sewer line	9500		9500

	Project Components	Source of Funding: (A) Grant Request	Source of Funding: (B) Matching Share	(C) Total Cost
7.	site prep; pad; pathway; sewer vault instalation	32350		32350
	Project Components	Source of Funding: (A) Grant Request	Source of Funding: (B) Matching Share	(C) Total Cost
8.	site prep/finish; excavation; construction management labor		3635	3635
	Project Components	Source of Funding: (A) Grant Request	Source of Funding: (B) Matching Share	(C) Total Cost
9.	City equipment use		2365	2365
	Project Components	Source of Funding: (A) Grant Request	Source of Funding: (B) Matching Share	(C) Total Cost
10.	picnic table, fire ring; signage		1373	1373

TOTAL GRANT REQUEST (A): 86131.0
TOTAL MATCHING SHARE (B): 7373.0

TOTAL COST (C): 93504.0

Do not start work on the project prior to receipt of a signed agreement.

#### **Percentages**

B/C 8 % A/C 92 %

### **Additional Detailed Budget Information**

If you need more than 10 lines, or have more detailed budget information you need to provide, please attach a separate document to your application here.

(No response)

169 Halferty Street Donnelly, Idaho 83615

Number

AB 19-52

Meeting Date 07/01/2019

The tring Date	07/01/2019		111	iem
AGENDA ITEM INFORMATION				
SUBJECT:		Department Approvals	Initials	Originator or Supporter
Valley County	Weed Department Professional	Mayor / Council		Supporter
Service Contra	_	Clerk/Treasurer	1	
Service Contra	Ci	Public Works		
		T done if one		
COST IMPACT:	\$1,200.00			
FUNDING				
SOURCE:				
TIMELINE:			+	
SUMMARY STA	TEMENT:			
This contract way	ld marride the City with war family and		10 . 1	c .1
	ld provide the City with professional serv	ices from the County Week	d Control	for the
spraying of noxio	us weeds on City lands.			1
	p)			
RECOMMENDE	D ACTION:			
1. Approx	e and Authorize Mayor to sign all neces.	sary documents		
	RECORD OF COUNCI	L ACTION		
MEETING DATE				
	East I			1

## AGREEMENT AND MEMORANDUMS OF UNDERSTANTING SERVICES CONTRACT

This Professional Personal Service Contract made this \_\_\_day of \_\_\_\_\_, by and between the City of Donnelly (hereinafter "the City" and Valley County Weed and Pest Control (hereinafter "the County").

WHEREAS, the City has need of the personal services of the County in the profession of Weed Control and the County desires to provide those services to the City.

Now, THEREFORE, in consideration for the items, conditions, and promises as hereinafter set forth, the City and the County agree as follows:

- Purpose. The purpose of this contract is to provide the City with the professional personal service of the County in order to do the following; spray of noxious weeds on the City lands.
- The County's Duties: In order to fulfill the purpose of this contract, the County
  agrees and promises to carry out the following duties. Spray of noxious weeds
  on the City lands and such other related tasks as necessary to fulfill this
  contract.
- 3. <u>Compensation</u>. The City agrees and promises to pay the County compensation as follows: maximum compensation not to exceed \$1,200.00 Payment for partial performance of any service under this contract may not be made prior to approval of that performance by City Council. Final payment under this contract may not be made until all services required under this contract and all applicable items of the contract have been met.
- 4. <u>Performance Schedule</u>. The term of this contract is from June 1, 2019 through October 1, 2019.
- 5. <u>Liaison</u>. The City Council designates <u>Mayor</u>, as liaison under this agreement. The County agrees to make all official contacts with the City with this designee or such other person as the City Council appoints.

- City Assistance. The City agrees and promises to provide assistance to the County by providing a detailed description of spraying location(s) as necessary.
- 7. Ownership and Publication of Material. Unless specifically set forth in this item, the City retains ownership for all purposes of the working papers, working products, and end products resultant from partial or full performance under this contract. The County agrees and promises to have all information concerning activities; under this contract approved by the designated liaison prior to release of that information.
- 8. Independent the County. This contract is with the County as an independent contractor and does not establish an employer-employee relationship with the County or any person employed by him for any purpose. In this regard, the County agrees to pay all state, federal, or local taxes, fees, or other assessments related to employment of himself or any person or individual employed by him as necessary in fulfillment of the contract.
  - a. The County agrees to obtain in full force and effort, without any periods of lapse, worker's compensation insurance on all employees of the County. This insurance coverage shall be continuous during the entire term of this contract. As an alternative to maintaining effective worker's compensation insurance coverage on all employees of the County.
- Special Conditions. The County agrees and promises to perform the special conditions under his agreement as follows: Use caution when spraying along water's edge.
- 10. Records by the County. The County agrees and promises to keep and maintain reasonable records of activities performed under this contract.
- 11. Access to Records. As required by law, the County agrees to permit access to those the County's records as may be necessary for legislative post-audit and analysis purposes in determining compliance with the terms of this contract.

- 12. Termination and Default. This contract may be terminated by notice in writing to the opposite at its address as set forth herein at least \_7\_ days prior to the effective date of termination. Upon default by either the City or the County, the non-defaulting party may terminate this contract as set forth in this item. If default is remedied prior to the effective date of termination, the non-defaulting party may elect not to terminate this contract. Upon termination, the City agrees and promises to pay the County for work performed up to and including the termination date, and the County agrees and promises to return all materials supplied by the City except those used in performance of this contract as well as working papers, working products, and end products resulting from this agreement.
- 13. <u>Venue</u>. The City and the County agrees that the venue for any court action arising under this agreement shall be in the Fourth Judicial District in and for Valley County, Idaho, Further, the City and the County agree that this contract shall be interpreted according to the law of Idaho.
- 14. <u>Assignment.</u> The City and the County agree that as this contract is for the personal service of the County, this contract is not assignable, may not be transferred, nor may a subcontract be let hereunder unless both parties agree in writing prior to any such action.
- 15. Entire Agreement Modification. This writing contains the entire agreement between the City and the County on the subject matter of this contract, statements, promises, or inducements made by either party or agents of either party, which are not contained in this agreement, are not valid or binding. No modifications, enlargement, or alteration of this contract is valid or binding except upon written agreements signed by all parties to this contract.

- 16. Equal Employment Opportunity. No part of this agreement shall be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or natural origin by the persons performing the agreement. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled. Fair Labor Standards. The County agrees to comply with all federal and state wages and hour rules, statutes and regulations, and warrants that all applicable federal and state labor standards provisions will be complied with, both by the County, in the event the subcontracted services to fulfill the terms and conditions of the agreement are agreed upon by the City and the County.
- 17. <u>Inability to Fulfill Contract</u>. It is understood that the County will notify the liaison of the City immediately upon determination that any malady or occurrence has taken place which would, in any way affect or alter the duties, responsibilities, authorities, relationships, or ability of the County to fulfill the provisions of this agreement in a timely manner and as prescribed herein.
- 18. <u>Liability</u>. Each party shall bear its own liability and responsibility for the actions of its employees, officers, agents, and assigns in connection with performance of this agreement. Each party shall carry its own insurance in appropriate amounts as required by law and sufficient to meet the minimum requirements of the Idaho Tort Claims Act.
- 19. Execution. Each party has full power and authority to enter into and perform this agreement, and the person signing this agreement, understands it and agrees to be bound by it.

contract to be entered into on t	he date first written.
Dated thisof, 2019	City of Donnelly
	By: Susan Dorris, Mayor
Dated this of, 2019	Valley County Board of County Commissioners
- B	y: Gordon L. Cruickshank, Chairman, BOCC

IN WITNESS WHEREOF, the undersigned parties to this contract caused this

169 Halferty Street Donnelly, Idaho 83615

Number

AB 19-53

Meeting Date 07/01/2019

AGENDA ITEM INFORMATION				
SUBJECT:		Department Approvals	Initials	Originator or Supporter
Idaho Power L	ine Extension	Mayor / Council		Supporter
		Clerk/Treasurer		
		Public Works		
		Tuone works		
			-	
			-	
COST IMPACT:	\$15,887 quote		1	
FUNDING				
SOURCE:			-	
		-	-	
TIMELINE:			-	
SUMMARY STATEMENT:  Idaho Power is installing a new line to the well house and will be removing the existing pole. This is a cost quote that needs to be paid prior to work being started.				
RECOMMENDE	ED ACTION:			
1. Approve p	ayment to Idaho Power			
	RECORD OF COUNCIL	ACTION		
MEETINGDAM		ACTION		
MEETING DATI	E ACTION			



### CUSTOMER COST QUOTE IDAHO

Customer or Project Name: CITY OF DONNELLY-N CORBET LN, DONNELLY/ LINE EXTENSION

#### **Construction Costs**

Net Line Installation Cost	\$6,759
Unusual Conditions Unusual Conditions Unusual Conditions Bank Letter of Credit (Only for over \$10,000)	\$1,145 \$0
Net Unusual Conditions	\$1,145
Net Terminal Facilities Cost	\$6,333
Total Construction Costs	\$14,237
Other Costs/Credits Prepaid Fees (Engineering, Permits & Rights of Way)	\$0
Other Charges (Engineering, Permits, Services, Relocation) Salvage of facilities Relocation or Removal	\$675 \$975
Miscellaneous Charges/Adjustments	\$0
Total Other Costs/Credits	\$1,650
Vested Interest	
Vested Interest Charge	\$0
Total Customer Payment Due Prior to Construction Scheduling	\$15,887

#### Notes:

INSTALL 45' CL3, 3/8 DOWN GUY WITH 2 BREAKERS, 3-50KVA 277/480 OH TRANSFORMERS IPCO WILL PROVIDE THE SERVICE TRENCH TO PUMP HSE, 2" SERVICE RISER AND QUAD

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of sixty (60) days from the quoted date indicated below, subject to changes in information provided by Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than thirty (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

	Internal use		Page 1 of
Service Request Number:	Work Order Number:	Design Number:	Version:
00435249	27531548	0000136183	001

169 Halferty Street Donnelly, Idaho 83615

Number

AB 19-54

**Meeting Date** 07/01/2019

AGENDA ITEM INFORMATION				
SUBJECT:		Department Approvals	Initials	Originator or Supporter
City Alley Seal	Coat	Mayor / Council		Supporter
		Clerk/Treasurer		
		Public Works		
(98)				
COST IMPACT:	\$1,500.00			
FUNDING				
SOURCE:				
TIMELINE:				
SUMMARY STA  Matthew Castrign	TEMENT:  o is asking for the City to pay for seal coa	ting on the City portion of	the Allev	east of his
	coating would take place the same time a			cast of ms
building. The sear	coating would take place the same time a	s his portion is being comp	oietea.	
RECOMMENDE	D ACTION:			
1. Approve o	r Deny			
	D			
MERMINIS	RECORD OF COUNCI	L ACTION		
MEETING DATI	E ACTION			15

#### **Lori Clemens**

From: Matthew Castrigno <matthew@castrigno.com>

**Sent:** Monday, June 24, 2019 12:18 PM

To: Lori Clemens

**Subject:** Fwd: Seal coating of alley

Attachments: Sealcoat.pdf

Matthew Castrigno 208-859-4276

Venture Investments, LLC 323 W Jefferson St #503 Boise ID 83702

----- Forwarded message -----

From: Matthew Castrigno < matthew@castrigno.com >

Date: Mon, Jun 24, 2019 at 12:16 PM

Subject: Seal coating of alley

To: Cami Hedges < chedges@cityofdonnelly.org>

Hello Cami,

Attached is bid for seal coating and crack sealing the city alley to the east of my building. This price is if it done at the same time as my parking area. The pavement has never been sealed and has gone way past recommend maintenance time. There are cracks too which of course lead to pavement failure. I think this is a good price, I did get a verbal quote that was higher.

I noticed the lot tax appropriations has some money for pavement. Is specific work already identified for this money? Could it be used to do this \$1,500 worth of work?

Please call me when you get a chance to discuss.

Thank you,

Matthew Castrigno 208-859-4276

Venture Investments, LLC 323 W Jefferson St #503 Boise ID 83702

### INLINE ASPHALT, INC

Po Box 94 SWEET, ID 83670 208-369-0583

### **Estimate**

Date	Estimate #
6/13/2019	1011

Name / Address	
Matthew Castrigno	
150 W Roseberry Rd.	
Donnelly, ID	
JOB: SEAL / STRIPE	

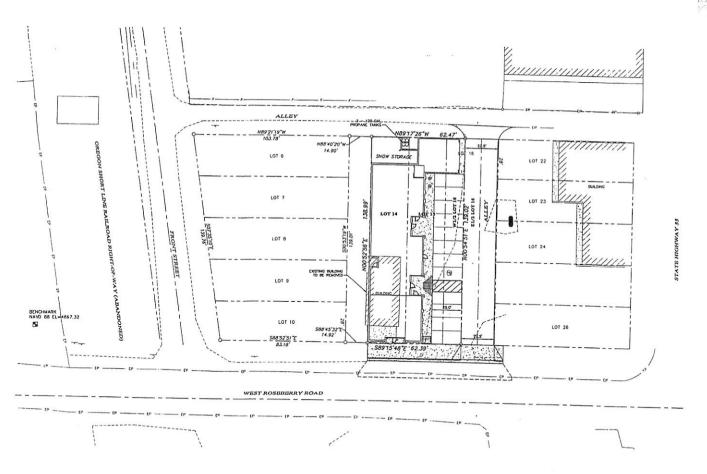
Project

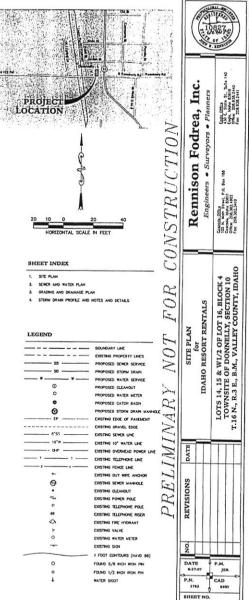
Description	Qty	Rate	Total
Clean all asphalt surfaces, fill all cracks with direct fired crackfiller, and apply one coat of commercial grade sealcoat. Restripe area back to original markings.		1,800.00	1,800.00
NOTE: CITY PORTION OF ASPHALT MEASURES 3450 SQ.FT., TO SEAL THIS PORTION WOULD BE \$1500.			
	Total		\$1,800.00

Phone #	Fax#
2083659147	

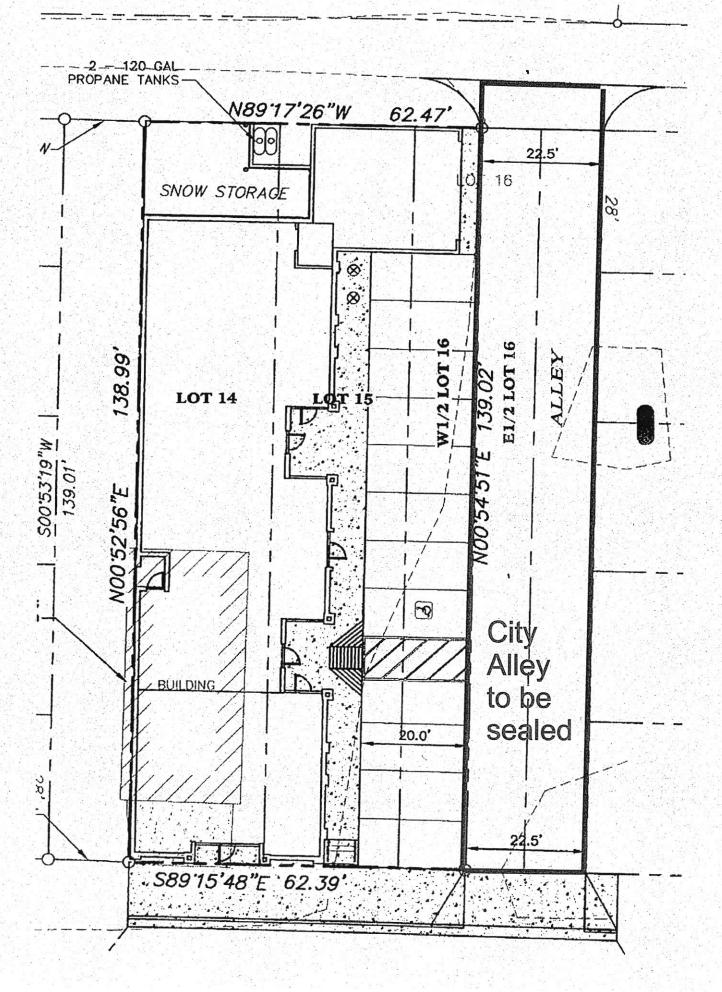
#### CONSTRUCTION PLANS

for
IDAHO RESORT RENTALS & RETAIL SHOPS BUILDING
LOTS 14, 15 & W1/2 OF LOT 16, BLOCK 4
TOWNSITE OF DONNELLY, SECTION 10
T.16 N., R.3 E., B.M., VALLEY COUNTY, IDAHO
2007





1 OF 4



169 Halferty Street Donnelly, Idaho 83615

Number

AB 19-55

Meeting Date 07/01/19

AGENDA ITEM INFORMATION					
SUBJECT:			Department Approvals	Initials	Originator or Supporter
Surplus of City	Blade		Mayor / Council		Supporter
1 3 3			Clerk/Treasurer		
			Public Works		
COST IMPACT:					
FUNDING					
SOURCE:					
TIMELINE:					
RECOMMENDE	TD ACTION:				
1. Approve p	lacing on Surplus S	Sale			
RECORD OF COUNCIL ACTION					
MEETING DATI		COMO OF COUNCIL	ACTION		-
MEETING DATI	ACHON				

169 Halferty Street Donnelly, Idaho 83615

Number

AB 19-56

Meeting Date 07/01/19

AGENDA ITEM INFORMATION				
SUBJECT:		Department Approvals	Initials	Originator or Supporter
City Flagpole		Mayor / Council		Supporter
J		Clerk/Treasurer		
		Public Works	1	
COST IMPACT:				
FUNDING				
SOURCE:				
TIMELINE:				
a United States Fl	rrent flagpole that does not meet the regulat ag on the City Hall building at this time.  Ew Flag Pole or remove the existing.	ions to put a United State	es Flag on	. There is
RECOMMENDE	TD ACTION:	a		
RECORD OF COUNCIL ACTION				
MEETING DATI		ACTION	_	
MEDITIO DATI	ACHON			