

## **Welcome to tonight's City Council meeting!**

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

### **Vision Statement**

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life. We are an inclusive city that welcomes all people, regardless of race, religion, color, national origin, sex, age, disability, sexual orientation, or gender identity and encourages their participation in city government and city programs.

### **AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 October 1, 2019 6:00 pm**

#### **PLEDGE OF ALLEGIANCE**

#### **PUBLIC COMMENTS**

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

#### **REPORTS**

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

#### **CONSENT AGENDA – {action item}**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the September 10, 2019 Special Council meeting minutes

#### **OLD BUSINESS**

#### **NEW BUSINESS**

4. City – Consider Curfew Extension for the Homecoming Dance on October 11, 2019 (attachment) {action item}
5. City – Consider Approval of Ordinance #584 for Lonborg Annexation and have the First Reading by Title Only (attachment) {action item}
6. City – Suspend the Reading Rules and Adopt Lonborg Annexation Ordinance #584 {action item}
7. City – Consider Approval of Publication Summary for Lonborg Annexation Ordinance #584 (attachment) {action item}
8. City – Consider Authorizing the Mayor to Sign the Contract with EL Automation to Provide Fiber Internet to City Hall (attachment) {action item}
9. City – Consider Wage Increase for Police and Street Departments (attachment) {action item}
10. City – Consider Authorizing the Mayor to Sign the Contract with Pagefreezer for Social Media Archiving (attachment) {action item}
11. Golf – Consider Authorizing the Mayor to Sign the Contract with Elite Roofing for the Clubhouse Roof (attachment) {action item}
12. City – Consider Authorizing the Mayor to Sign the Contract with Second Chance Animal Adoption for Fiscal Year 2020 (attachment) {action item}
13. City – Consider Approval of Grant Administrator {action item}
14. City – Consider Authorizing the Mayor to Sign the Audit Engagement Letter with Anderson Bros. CPA for Fiscal Year 2019 (attachment) {action item}
15. City – Consider Authorizing the Mayor to Sign 2019 Beverage License for Par Hawaii Pending Payment and Receipt of Proper Documentation (attachment) {action item}
16. City – Consider Authorizing the Mayor to Sign 2019 Beverage License for Safeway Pending Payment and Receipt of Proper Documentation (attachment) {action item}
17. City – Consider Giving Employees an Extra Day Off at Thanksgiving and Christmas (attachment) {action item}
18. City – Consider 2019 Christmas Party {action item}

#### **ADJOURNMENT**

**MINUTES**  
**SPECIAL CITY COUNCIL MEETING**  
**Bonnars Ferry City Hall**  
**7232 Main Street**  
**267-3105**  
**September 10, 2019**  
**6:00 pm**

Mayor David Sims called the Special Council meeting of September 10, 2019 to order at 6:00 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Clerk/Treasurer Christine McNair, City Administrator Lisa Ailport, A/P Clerk Deby Garcia and Electric Superintendent Kevin Cossairt. Members of the public present were: Amy Manning and Darrell Kerby.

1. City – Consider Insurance Quotes (attachment) {action item}

Amy Manning gave a brief description of III-A insurance trust. The goal of III-A is to have the best benefits with the lowest rates possible. III-A recently changed from Caremark to Proact for prescription coverage. Blue Cross is changing prescription carriers on January 1, 2020. Mayor Sims asked how many people III-A insurances. Amy said there are just over 2,400 insured. Amy reviewed a comparison between the current coverage and the proposed III-A coverage. III-A covers all colonoscopies, mammograms and PSAs 100% regardless of how it is coded. The current insurance only covers when they are coded as a preventative screening. III-A's copays are \$20.00, current plan is \$30.00 for primary care physician (PCP) and \$50.00 for specialist. Current physical therapy visits member must meet the deductible, then the plan pays at 50% up to 20 visits annually combined with speech therapy. III-A there is a \$20.00 copay for 20 visits annually, not combined with speech therapy. III-A has cardiac rehabilitation, the current plan does not. Hospice on the current plan the member must pay the deductible and co-insurance, then the plan covers costs up to a \$10,000. III-A's hospice care is no cost to the member with no limit. Current plan for chiropractic care member must pay the deductible, then the plan covers up to \$800.00 annually. III-A is a \$20.00 copay per visit. III-A covers acupuncture at \$80.00 per visit up to 100 visits annually. III-A is hoping this will be an alternative for those with chronic pain. III-A covers hearing aids up to \$3,000 every other plan year at no cost to the member. The current plan does not offer that. III-A covers up to 10 mental health visits per incident, the current plan covers up to 4 visits.

There is a three year agreement when joining III-A. This helps create stability in the pool, it also is the amount of time needed to repay the IBNR that III-A paid. Mayor Sims asked if everyone in the III-A pool pays the same rate. Amy said each group's rates are specifically for their group. The increase or decrease for the pool is the same for every group in the pool. If the group is larger than 100 members, after three years a mod factor is looked at and that group will never receive more than a 5% rate increase. Mayor Sims asked when III-A first started how much the increase was. Amy said most of the members were underrated, so the rate increase was 18%. The second year the rate increase was 6.8%. The last five years have been -1%, 1%, 1%, 3% and 2.6%. Ron asked if we joined, how will next year's rates will be calculated. Amy said all of the claims are shared among the entire pool. Mayor Sims asked what the current reserve is for III-A. Mayor Sims said over time the rates will have to be the same as long term medical inflation. Amy said not necessarily. Mayor Sims asked how that is possible. Amy said it due the way the reserves are managed. III-A recommends their members budget for trend each year, but III-A's goal is to manage the funds to beat trend every year. III-A releases next year's rates the third week in June, to make it easier during budget time. Mayor Sims the increases have been impressive, but he is struggling with how if the inflation is 6% - 11% how the increase are so low. Amy said they are taking in more money than they spend and they invest the extra money.

III-A has an exclusive customer service team and a concierge team within the Blue Cross network. Mayor Sims asked how III-A compensates a broker. Amy said the broker range is \$10.00 - \$25.00 or a percentage of the contributions, per employee, per month. III-A does not set the broker rates. A check is sent to the broker every month.

III-A has a medical review committee. Added benefits III-A provides are: on-site annual wellness screening blood draws and flu shots, an on staff wellness coach, mental health toolkit training, MD live which allows members to video chat with a physician if they are sick without leaving home, \$20,000 life and dismemberment policy, emergency travel benefit and retiree benefits. III-A is the only self-funded trust in Idaho to receive a waiver for the aggregate insurance.

Amy briefly reviewed the dental and vision plans offered by III-A. The vision plans are enhanced since the standard frame allowance is \$130.00 and III-A's frame allowance is \$150.00. Preventative dental benefits are at no cost to the members and does not count toward the member's annual benefit.

Rick asked if we join III-A for the medical coverage, can we add dental and vision later. Amy said you can add dental or vision anytime. Once you have dental or vision the plan can only be changed once a year. Dental and vision insurance is not required for the three year period. Rick asked if all employees must enroll in the dental and vision if it is offered. Amy said that all employees must have at least employee only coverage if the dental and vision is offered except for the employees that are allowed to waive the insurance. The City chooses which plan will be offered, then the employee chooses which level of coverage they want.

Adam asked about the rate increases. Amy said the 3% increase was when they started covering acupuncture, all screenings at 100% and added hearing aids. The 2.6% increase was changing chiropractic visits to a copay. The recommendation was a smaller increase, but to keep building the reserves for when it is needed, they decided to take a 2.6% increase. Rick asked what the advantages are to having a broker. Amy said often the brokers facilitate the reporting that is required. Ron asked about the deductibles for dental and medical. Amy said they are totally separate.

Amy said she does an on-site annual report to show how the trust is performing. Christine asked if the emergency travel assistance program is the same as life flight. Amy said the emergency travel assistance program is for worldwide travel outside of the United States. III-A has an air ambulance benefit for medically necessary transportation, for the whole family at no cost to the employee that has coverage for the whole country not just Idaho.

Darrell Kerby gave his presentation. The current plan is a grandfathered plan because of that, the plan has stayed as a mid-size plan. If the City changes the current grandfathered plan and tries to go back to it, it will not be possible. Darrell said he would have said to stay with the current plan since there is not a financial incentive, but it looks like there is a financial incentive. III-A is a much different plan than when it began. Blue Cross stepped in and helped III-A. Darrell said a lot of the benefits offered by III-A are bells and whistles, not the core of the plan, but if one of those benefits helps your family then you'll be glad it is a benefit. The rate from III-A does not have an agent rate included and an agent does have some value. Darrell said there is a rumor there will be a meeting Monday to determine if there will be a rate reduction for the current plans.

Mayor Sims said due to the gravity of the decision, maybe it is wise to wait until next week to make a decision. Ron said he would like the department heads to be at the next meeting to see how they feel. Mayor Sims said he wants to discuss giving the Police and Street departments raises with the money that will be saved with the lower premium. Amy said III-A does not take on a greater known risk than the rest of the pool. The City may not qualify next year. Rick said he would like the department heads to talk with their employees to find out what the employees think. Mayor Sims cautioned adding dental and vision insurance due to the increased liability down the road.

Mayor Sims tabled this until the next meeting.

Mayor Sims recessed the meeting at 7:25 pm

Mayor Sims reconvened the meeting at 7:30 pm

2. Executive Session Pursuant to Idaho Code 74-206, Subsection 1(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student

Ron Smith moved go into executive session pursuant to Idaho Code 74-206, Subsection 1(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

Entered into executive session at 7:31pm

Executive session ended at 8:14pm with no action taken

## **ADJOURNMENT**

The meeting adjourned at 8:14pm

Bonnors Ferry High School  
6485 Tamarack Lane  
Bonnors Ferry, ID 83805  
208.267-3149



September 25, 2019

To: City of Bonnors Ferry,

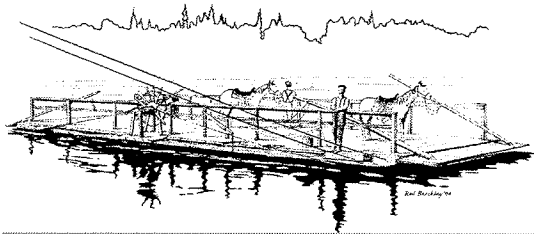
The Leadership at Bonnors Ferry High School is hosting a Homecoming Dance Friday, October 11, 2018 at the high school. The dance begins after the Varsity Football game at approximately 9 pm and goes until 12 AM midnight.

We would like to ask to have curfew extended until 12:30 am on Saturday morning the 12<sup>th</sup> of October to allow students to get home from the dance.

Thank you.

Cordially,

Ms. Coral Branson and the BFHS Leadership



## CITY OF BONNERS FERRY

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

---

**TO:** Mayor and City Council  
**FROM:** Lisa Ailport, City Administrator *LMA*  
**DATE:** September 23, 2019  
**RE:** Lonborg Ordinance Adoption

---

Kris and Lillian Lonborg have completed their obligations under the terms of the annexation agreement. By completing the requirements, the ordinance (as attached) may be considered for adoption by the City Council. Attached with this memo is the signed agreement between the Lonborg's and the City for review by the Council.

It is my recommendation that the Council consider adoption of the ordinance wherein council authorizes the mayor to sign the ordinance and direct staff to publish the ordinance in Herald.

Please let me know if you have any questions.

Lisa

**CITY OF BONNERS FERRY, IDAHO**

**ANNEXATION AND ZONING MAP AMENDMENT  
KRIS AND LILLIAN LONBORG, FILE #AN002-18**

**ORDINANCE NO. 584**

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ANNEXING CERTAIN LANDS LOCATED WITHIN BOUNDARY COUNTY, IDAHO THAT ARE ADJACENT AND CONTIGUOUS TO THE CORPORATE CITY LIMITS OF BONNERS FERRY, CONFIRMING THE FUTURE LAND USE MAP DESIGNATION OF “RESIDENTIAL,” AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BONNES FERRY TO ZONE THE SUBJECT LANDS AS RESIDENTIAL AA, PROVIDING FOR THE FILING OF THIS ORDINANCE THE IDAHO STATE TAX COMMISSION AS REQUIRED BY LAW; PROVIDING SEVERABILITY AND PROVIDING THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**Whereas,** Idaho Code §50-222 provides the procedures and authority for cities to annex land into its corporate city limits; and

**Whereas,** the landowners voluntarily initiated proceedings to annex approximately 1 acre of land located at 7376 Wild Horse Lane, in Section 21, Township 62 North, Range 1 East, Boise Meridian; and

**Whereas,** under the provisions of Idaho Code for Category A voluntary annexations, the affected landowners have provided consent to annex their land; and

**Whereas,** the City has confirmed the subject lands are contiguous to the Bonners Ferry city limits, are within the Area of City Impact and have been designated Residential on the City’s Future Land Use Map; and

**Whereas,** Bonners Ferry Planning and Zoning Commission conducted a public hearing on the proposed zoning of the subject lands on January 17, 2019, pursuant to public notice requirements required by law, and recommended approval to the City Council, and the City Council conducted a public hearing on the proposed zoning map amendment and annexation on February 19, 2019, in accord with Idaho Code; and

**Whereas,** the landowners have completed the conditions of the annexation agreement with the City of Bonners Ferry.

**Now therefore,**

Be it ordained by the Mayor and City Council of the City of Bonners Ferry, Boundary County, Idaho as follows:

**Section 1. Adoption of annexation ordinance**

The land situated within Boundary County, Idaho, adjacent and contiguous to the City of Bonners Ferry, Idaho, as described in Exhibit A and illustrated in Exhibit B, which are made a part of this ordinance, are hereby annexed to and incorporated into the territorial limits of the City of Bonners Ferry, Idaho.

**Section 2: Adoption of ordinance amending official zoning map:**

The Official Zoning Map of the City of Bonners Ferry, Idaho is hereby amended to zone as “Residential AA” the lands described in Exhibit A and illustrated in Exhibit B.

**Section 3. Severability.** The sections of this ordinance are severable. The invalidity of a section shall not affect the validity of the remaining sections.

**Section 4. Effective date.**

This ordinance shall be in full force and effect upon the passage and publication of the ordinance or ordinance summary in one (1) issue of the official newspaper for the City of Bonners Ferry. The Bonners Ferry City Clerk shall provide the required legal documents and maps to Boundary County, Idaho and the Idaho State Tax Commission, in accord with Idaho Code.

This ordinance passed under suspension of rules and duly enacted as an ordinance of the City of Bonners Ferry, Idaho on this 1st day of October, 2019, upon the following roll call vote:

**ROLL CALL:**

**Council President Alonzo** \_\_\_\_\_

**Council Member Smith** \_\_\_\_\_

**Council Member Thompson** \_\_\_\_\_

**Council Member Arthur** \_\_\_\_\_

**CITY OF BONNERS FERRY, IDAHO**

**BY:** \_\_\_\_\_

**Mayor David Sims**

**Attest:**

\_\_\_\_\_  
**Christine McNair, Clerk, City of Bonners Ferry**

**SUMMARY FOR PUBLICATION OF  
CITY OF BONNERS FERRY ORDINANCE NO. 584**

Pursuant to Idaho Code Section 50-901A, the City of Bonners Ferry, Idaho hereby gives notice of the adoption of City of Bonners Ferry Ordinance No. 584 adopted on Oct 1, 2019. The full title of the ordinance is:

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ANNEXING CERTAIN LANDS LOCATED WITHIN BOUNDARY COUNTY, IDAHO THAT ARE ADJACENT AND CONTIGUOUS TO THE CORPORATE CITY LIMITS OF BONNERS FERRY, CONFIRMING THE FUTURE LAND USE MAP DESIGNATION OF "RESIDENTIAL," AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BONNES FERRY TO ZONE THE SUBJECT LANDS AS RESIDENTIAL AA, PROVIDING FOR THE FILING OF THIS ORDINANCE THE IDAHO STATE TAX COMMISSION AS REQUIRED BY LAW; PROVIDING SEVERABILITY AND PROVIDING THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

The legal description of the annexed lands is:

A tract of land in the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) and the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), of Section Twenty-one (21), Township Sixty-two (62) North, Range One (1) East, of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Beginning at the Southeast corner of the SW1/4 of the SE1/4 of said Section 21; thence, along the south line of the Section, N 89°17'55" W, 320.00 feet; thence N 00°55'30" E, 125.00 feet; thence , parallel to the south line of the Section S 89° 17'55" E, 362.05 feet, to the westerly right of way of Wildhorse Lane; thence along said right of way, S 27° 10'30" W, 95.05 feet, to the east line of the SW1/4 of the SE1/4; thence along said east line S 00°56'40" W, 39.92 feet to the POINT OF BEGINNING; encompassing an area of .096 acres

SUBJECT TO County Road right of way.

The ordinance annexes certain lands; confirms designation of those lands consistent with the comprehensive plan; and amends the Official Zoning Map, effectively zoning the annexed lands. This ordinance is effective upon enactment and publication according to law.

The full text of Ordinance No. 584 is available at Bonners Ferry City Hall, 7232 Main Street, Bonners Ferry, Idaho 83805, during regular business hours.

City of Bonners Ferry, Idaho

ATTEST:

\_\_\_\_\_  
David Sims, Mayor

\_\_\_\_\_  
Christine McNair, City Clerk

City Attorney Statement Pursuant to Idaho Code Section 50-901A(3)

I, Andrakay Pluid, duly appointed City Attorney for the City of Bonners Ferry, Idaho, certify that the above summary is true and complete and provides adequate notice to the public.

\_\_\_\_\_  
Dated: \_\_\_\_\_





64 Automation Ln. Bonners Ferry ID 83805  
208-946-4147

### Internet Service Agreement

1. **Equipment and Service** - E.L. Internet Northwest agrees to install and maintain, during the term of this agreement at the premises of the Customer, the Customer Premise Equipment "CPE" and Broadband internet service.
2. **Installation** -
  - i. E.L. Internet Northwest's Standard Professional Installation includes: Connecting customer's residence or business office to the E.L. Internet Northwest fiber optic network via fiber-optic line terminating at CPE box on the exterior of customer's building; mounting CPE box; providing and installing cable to connect CPE box to customer's router, through one exterior wall of a standard wood frame structure or a single layer of masonry.
  - ii. Our Standard Professional Installation does not include the following items which will incur additional fees: Installation to a multi tenant dwelling, apartment, or condominium; Installation to a location other than the exterior wall of the customer building; Drilling through more than one wall; Special moldings or other cosmetic hardware used to hide exposed cables; Installation of cable underground, in conduit, in attics or crawl spaces; Custom wall plates, jacks, or connections other than a simple white plate with a hole; Software or hardware upgrades to Customer's computer; Providing any enhancements to existing home network or LAN; or Configuration of any network router, hub or similar network distribution or sharing device.
  - iii. If installation requires, or Customer requests, any items not included in our standard installation, Customer will be presented with a price quote on the additional items before installation begins. At this time the Customer will have the option to accept or deny the additional charges.
  - iv. By signing this agreement, Customer authorizes E.L. Internet Northwest to install necessary equipment on their building in a location optimal for service connection. If Customer rents their building, they must obtain approval from their landlord prior to equipment installation, and supply E.L. Internet Northwest with the completed Landlord Approval Form prior to installation.
3. **Payment** -
  - i. Monthly and one-time fees can be paid by cash, check, credit card, or debit card. Customer shall provide E.L. Internet Northwest with a valid credit card or debit card for the purpose of billing Customer's account for any delinquent amounts, termination fees, repair fees, or other fees due by Customer as stated in this agreement, and for recurring monthly charges if Customer requests this service. Customer will ensure at all times the account is in good standing.
  - ii. Quoted installation charges are due at the time of quote acceptance. Charges incurred for additional items or services required or requested that were not included in the quoted installation are due at time of installation. All installation charges are non-refundable.
  - iii. Monthly service charges are payable in advance, due on the first day of the billing period. Customer has the option of setting up recurring payments to be charged to their credit or debit card for no additional fee. If requested, recurring charges will be billed to customer's card on a monthly basis on the first day of the billing period.
4. **Additional Billing Charges** - If charges are not paid within 5 days of the due date, Customer will be assessed a \$10.00 late payment fee. If charges are not paid within 14 days of due date, service will be suspended until account is current and all associated fees are paid in full. Any account, which has been suspended, will be charged a \$15.00 reconnect fee. If any check given by Customer to E.L. Internet Northwest or any charge authorized by Customer for the payment of service or for any other sum due under this Agreement is returned for insufficient funds, a "stop payment", chargeback, or any other reason, Customer shall pay E.L. Internet Northwest a returned check charge or chargeback fee of \$25.00.
5. **Plan Changes** - If Customer requests to change plans they will be billed at the then-current rate for the requested plan. If plan change is requested in the middle of a service month, monthly package price will be pro-rated and difference in previously-paid amount and amount due will be charged or credited accordingly.
6. **Term and Renewal** - This agreement shall remain in force from the date hereof, on a month to month basis, until either Customer or E.L. Internet Northwest terminates this Agreement by giving notice to the other.

7. **Termination** -
- i. Upon termination of this agreement, Customer shall permit E.L. Internet Northwest access to Customer's premises in order to remove the CPE. All services are billed in advance for the entire month; no partial credits will be issued upon cancellation.
  - ii. Customer's failure to perform any of the terms and conditions of this agreement; including the failure to make any payment as agreed herein, is a breach of this agreement, generating basis for service termination.
  - iii. Customer may terminate service if E.L. Internet Northwest fails to perform any of the terms and conditions required by this agreement, after notice and an opportunity to remedy.
  - iv. Customer agrees to return all leased equipment to the E.L. Internet Northwest office within 2 weeks of service termination. If equipment is not returned within this timeframe, Customer will be charged a non-refundable equipment fee of \$150.00. This will become immediately due and payable, and shall be charged to the Customer's credit card or debit card on record.
  - v. Customer agrees to pay for all additional fees incurred by E.L. Internet Northwest for collecting the amounts due under this agreement, including collection agency fees, attorney's fee, and court costs.
8. **Customer Obligations** - Customer, at its own expense, shall supply appropriate AC electrical power, such outlets located according to E.L. Internet Northwest's requirements. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by E.L. Internet Northwest, nor shall Customer permit the same to be done by others. Customer indemnifies and holds E.L. Internet Northwest harmless for any damage arising out of the foregoing and that if any work is required to be performed by E.L. Internet Northwest, due to Customer's breach of the foregoing obligations, Customer will pay E.L. Internet Northwest for such work in accordance with E.L. Internet Northwest's then current prevailing charges. Customer indemnifies and holds E.L. Internet Northwest harmless against any claim arising out of the interconnection by anyone other than E.L. Internet Northwest. Customer shall permit E.L. Internet Northwest access to the premises for any reason arising out of or in connection with E.L. Internet Northwest's rights or obligations under this agreement. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of E.L. Internet Northwest, any repairs or replacement shall be paid for by the Customer, ordinary wear and tear excepted. Any claim by Customer of improper installation or a defect in the system shall be made in writing to E.L. Internet Northwest within thirty (30) days of installation completion. Customer represents that, except to the extent it has given E.L. Internet Northwest written notice prior to the execution of this agreement, to the best of its knowledge there is no asbestos, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this contract. If such materials (whether or not disclosed by the Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond E.L. Internet Northwest's reasonable control and E.L. Internet Northwest will not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold harmless E.L. Internet Northwest from any claims, cost and expenses of any kind (including attorney's fees) for bodily injury, property damage, delay or work stoppage that arises under or results from such unsafe or unlawful conditions (whether or not Customer disclosed such materials to E.L. Internet Northwest).
9. **Prohibited Uses** – Customer is expressly prohibited from selling/reselling any Services provided hereunder. Customer is expressly prohibited from running hosting servers. Hosting servers without E.L. Internet Northwest's prior approval is in violation of this Agreement and E.L. Internet Northwest may pursue the following remedies, including but not limited to, termination of service and an action to recover damages relating to bandwidth consumption. Customer is prohibited from hosting any website dedicated to the sale or dissemination of any unlawful goods or services. The use of these Services in connection with any matter or thing, which violates any federal, municipal, state, county, or any other law is prohibited. Customer indemnifies and holds harmless E.L. Internet Northwest, its officers, directors, shareholders, agents and employees from any and all claims, liabilities, damages or expenses, including attorney's fees, arising out of or resulting from any use by Customer of the Services provided herein.
10. **E.L. Internet Northwest Obligations** - E.L. Internet Northwest shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God and nature, or other circumstances beyond their control, including interruptions in fiber optic service. E.L. Internet Northwest will not be required to perform installation or supply service to Customer while any such cause shall continue.
11. **System and Equipment Maintenance** - E.L. Internet Northwest will be responsible for maintaining and upgrading the system throughout the term of the agreement as they determine necessary. Any repairs or replacement will be the responsibility of E.L. Internet Northwest, unless such replacement arises from the abuse or neglect of the Customer, in which case Customer will be responsible to pay E.L. Internet Northwest for the associated repair or replacement fees.

12. **Equipment** - Customer acknowledges that all equipment provided by E.L. Internet Northwest will at all times remain the property of E.L. Internet Northwest. Customer may not sell, transfer, lease, encumber, or assign any or all of the Equipment to any third party. Customer shall pay the full retail cost, or the repair or replacement cost, of any lost, stolen, un-returned, damaged, sold, transferred, leased, encumbered, or assigned Equipment that is property of E.L. Internet Northwest. Customer is responsible for any changes or damage to any E.L. Internet Northwest equipment, after E.L. Internet Northwest completes its service set up. Customer assumes all risks associated with copyright restrictions, trademark restrictions, confidentiality limitations, trade secrets, patent restrictions or any other intellectual property, tangible or intangible rights associated with all electronic content which is downloaded or uploaded using E.L. Internet Northwest's Services and agrees to indemnify and hold E.L. Internet Northwest harmless from same.
13. **Assignment** - This agreement may be assigned by E.L. Internet Northwest, without prior notice, but this Agreement may not be assigned by Customer.
14. **LIMITATION OF LIABILITY AND FORCE MAJEURE.** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT E.L. INTERNET NORTHWEST HAS NOT MADE ANY GUARANTEES OR PROMISES WITH REGARD TO THE EXACT DATE OF THE COMPLETE INSTALLATION AND OPERATIONAL STATUS OF BROADBAND ACCESS FOR CUSTOMER. E.L. INTERNET NORTHWEST SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DELAYS IN THE PERFORMANCE OF SERVICES HEREUNDER OR FOR ANY FAILURE TO PERFORM HEREUNDER IF SUCH DELAYS OR FAILURES ARE DUE TO STRIKES, INCLEMENT WEATHER, ACTS OF GOD, OR OTHER CAUSES BEYOND E.L. INTERNET NORTHWEST'S REASONABLE CONTROL. E.L. INTERNET NORTHWEST WILL NOT BE RESPONSIBLE FOR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WHERE DELAYED OR HINDERED DUE TO WAR, RIOTS, EMBARGOS, STRIKES (WHETHER OF E.L. INTERNET NORTHWEST OR OTHERS), OR OTHER ACTS OF ITS VENDORS AND SUPPLIERS, ACTS OF WORKMEN (WHETHER OF E.L. INTERNET NORTHWEST OR OTHERS), OR ACCIDENTS. SHOULD SUCH OCCURRENCE CONTINUE FOR MORE THAN 90 DAYS, E.L. INTERNET NORTHWEST OR CUSTOMER MAY CANCEL SERVICE FOR THE AFFECTED SERVICES AND/OR PRODUCTS WITH NO FURTHER LIABILITY.
15. IN NO EVENT SHALL E.L. INTERNET NORTHWEST BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY FOR ANY CLAIMS ARISING FROM OR RELATED TO CUSTOMER'S BUSINESS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BUSINESS INTERRUPTION OR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE PROVISION OF SERVICES, FAILURE TO PROVIDE SERVICES, OR THE TERMINATION OF SUCH SERVICES.
16. ANY CLAIM OR LEGAL ACTION ARISING FROM THIS CONTRACT IN ANY RESPECT, WHETHER CHARACTERIZED AS A BREACH OF CONTRACT OR NEGLIGENCE, SHALL BE BROUGHT WITHIN A PERIOD OF ONE YEAR FOLLOWING THE OCCURRENCE OF SAID CLAIM OR SAID CLAIM SHALL BE DEEMED WAIVED.
17. E.L. INTERNET NORTHWEST DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. E.L. INTERNET NORTHWEST DOES NOT WARRANT THAT ITS SERVICE WILL PERFORM AT A PARTICULAR SPEED, WILL BE UNINTERRUPTED, ERROR FREE, OR COMPLETELY SECURE.
18. **Entire Agreement** - This agreement constitutes the entire agreement between the parties. Any other agreements, whether oral or written, relating to the services covered by this agreement, are superseded by this Internet Service Agreement. This agreement may not be changed, modified or varied except in writing. It is understood and agreed by and between the parties hereto, that the terms and conditions of this agreement shall govern notwithstanding any additional or inconsistent order or other document submitted by Customer.

**I have read and understand this Internet Service Agreement. By signing below, I hereby agree to all terms and conditions and payment obligations represented herein. I certify that I am at least 18 years old and have the legal authority to enter into this agreement.**

Authorized Signature 1	Date	Authorized Signature 2	Date
Print Name	Title	Print Name	Title

**ACCOUNT INFORMATION**

**Business Name:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Physical Address (Service Location):** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Main Contact:** Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Billing Contact:** Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Other Contact:** Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**SERVICE DETAILS**

*Service Plan(s) Chosen:*  Fiber: Up to 50M/50M - \$125.00 / mo.  Fiber: Up to 1G/1G - \$450.00 / mo.  
 Fiber: Up to 100M/100M - \$150.00 / mo.  Other: \_\_\_\_\_  
 Fiber: Up to 500M/500M - \$250.00 / mo.  Other: \_\_\_\_\_

**PAYMENT OPTIONS**

*Select a Payment Frequency:*

- Monthly
- Quarterly
- Annually (5% Discount with this option)

*Select a Payment Type(s):*

- Charge the card below automatically on my due date
- Email me a bill
- Mail me a bill

**PAYMENT DETAILS**

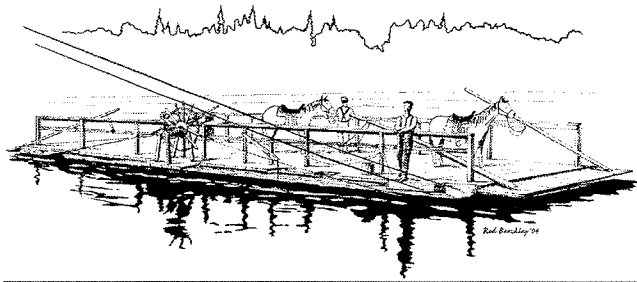
*Credit or Debit Card Required for Securing Account*

**Card #:** \_\_\_\_\_ **Exp Date:** \_\_\_\_\_ **Code:** \_\_\_\_\_

**Name on Card:** \_\_\_\_\_ **Type:**  Visa  MasterCard  Discover

Card Billing Address (if Different than Billing Address Above):

Signature of Cardholder \_\_\_\_\_



## CITY OF BONNERS FERRY

7232 Main Street

P.O. Box 149

Bonnors Ferry, Idaho 83805

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

Date: September 26, 2019  
 To: Bonners Ferry City Council  
 From: David Sims  
 Subject: Street and Police Wage Increase

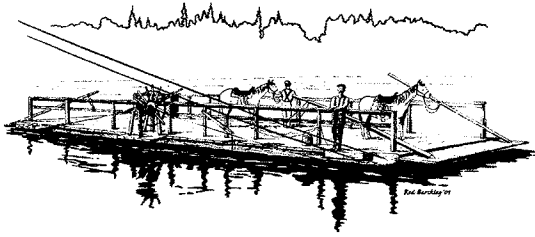
The city budgeted an 8% increase in employee health insurance in the 2019-2020 budget, while the actual renewal cost came in at a 0% increase. The difference between the budgeted health insurance amount and the estimated amount for the general fund is approximately \$50,000. I am proposing that we use some of this savings to give a raise to the police and street department employees to keep their wages competitive with neighboring jurisdictions.

The table below lists the total current department wages plus FICA and PERSI, along with a number of scenarios for a wage increase. These scenarios are meant to act as a starting point for discussion at the council meeting. We will have more detailed wage information at the meeting.

Wages for Police and Street Department		
	Wage + FICA + PERSI	Difference
Current (includes budgeted 3% COLA)	\$661,410	\$0
3% increase	\$681,252	\$19,842
4% increase	\$687,867	\$26,456
5% increase	\$694,481	\$33,071
\$.50/hr increase	\$679,008	\$17,598
\$.75/hr increase	\$686,581	\$25,171
\$1.00/hr increase	\$694,154	\$32,744

Thank you,

David



# CITY OF BONNERS FERRY

OFFICE OF THE CITY ATTORNEY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-4378  
Fax: 208-267-4398

---

TO: Mayor David Sims and Bonners Ferry City Council  
FROM: Andrakay Pluid, City Attorney  
RE: Social Media Archiving

Mayor and Council,

With the rise of social media as a communication tool for municipal government, the law on public records has also evolved to dictate that social media pages and their content that are operated by government entities are considered public records and must be maintained as such.

The City has two established Facebook pages, one for the City as a whole and the Police Department has one as well. Attached is a quote from Pagefreezer, a company that provides social media archiving. The service from Pagefreezer allows the City to properly archive its social media in order to comply with any public records requests it may receive for the content.

In the course of researching this kind of a service I researched and received quotes from three different services. Pagefreezer was the one I felt best addressed our needs in terms of user friendliness, the amount of content we need to archive, and is also the most economical option. They will archive up to 5 social media pages for \$99 a month with a one-time \$250 set up fee. The quote is attached.



# City of Bonners Ferry, ID - Social Media Archiving

**Prepared For**

City of Bonners Ferry, ID  
Andrakay Pluid  
7232 Main Street  
Bonners Ferry ID 83805  
United States

**Created By**

Peter Boulton  
PageFreezer Software, Inc.  
(888) 916 3999  
peter@pagefreezer.com  
<http://www.pagefreezer.com>

# PageFreezer Order Form

Sep 24, 2019  
Quote: 1045727888

Sales person: Peter Boulton  
Email: peter@pagefreezer.com

Name	Price	QTY	Subtotal
<b>PageFreezer Public Records Compliance for Social Media</b> Social Media Archiving for up to 5 social media accounts.  Add-on accounts may be obtained at \$15/month each.  Unlimited Records. Unlimited Storage.  Includes continuous account monitoring and archiving at the API (Application Programming Interface) level and replay of archives on PageFreezer.com. Open Record compliant. 1 administrative accounts are included with the PageFreezer account. API access/capture to/from Facebook, Twitter, LinkedIn, Instagram, YouTube.	\$99.00	12	\$1,188.00
<b>Configuration and Training</b> Personalized assistance for configuration of the website and social media accounts for archiving; creation of user account including access, user names and passwords; initial troubleshooting and quality assurance; administrative configuration for capture engine; test captures; capture optimization; QA cycle - internal; QA cycle - with client; 1:1 training session and access to unlimited weekly free online training.	\$250.00	1	\$250.00
<b>Helpdesk Standard</b> Weekdays, 9am-5pm PST, excl. holidays, email, phone, web support, online ticket system, knowledge base, user documentation.	\$0.00	1	\$0.00

**Configuration & Training: \$ 250**  
**Recurring: \$ 99 /month (billed annually)**

## Terms & Conditions

This is a quotation on the goods named, subject to the following conditions:

City of Bonners Ferry, ID - Social Media Archiving



- i) All prices in USD and excluding sales tax
- ii) PageFreezer Subscription Agreement ([https://www.pagefreezer.com/pagefreezer\\_subscription\\_agreement\\_government/](https://www.pagefreezer.com/pagefreezer_subscription_agreement_government/))
- iii) Payment per year up-front
- iv) Term of this agreement is 1 years.
- iv) **Recurring annually until cancellation**
- v) Cloud data storage in our SOC 1 & SOC 2 compliant datacenter in Seattle, WA.
- vi) This quote is valid till October 8th 2019



In WITNESS WHEREOF, I have signed this agreement effective as of the day and year upon completion of signing.

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

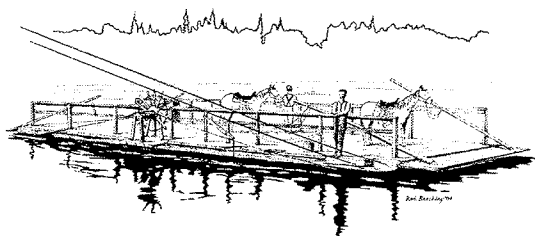
PageFreezer Software, Inc.

By: \_\_\_\_\_

Name: Peter Callaghan

Date: \_\_\_\_\_

Title: Chief Revenue Officer



## CITY OF BONNERS FERRY

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

**TO:** Mayor and City Council

**FROM:** Lisa Ailport, City Administrator *LMA*

**DATE:** September 24, 2019

**RE:** Elite Roofing Contract Proposal

Staff has been working with a local contract on getting a quote to re-roof the golf course club house. After consulting with a local roofer, David Troyer with Elite Roofing, we learned that the club house roof is in need of more serious improvements than initially thought.

In the photo to the right shows just how deteriorated the roof decking has become and why it is in need of replacement. To summarize, the roof decking is crumbling and in places you can literally see through it. Additionally the eaves along the west side of the roof are in poor shape and in order to support the new roofing material, need to be rebuilt.

Mr. Troyer has provided a quote of \$34, 047.00 to replace the roof decking on the west side, place weather guarding along the entire roof, construct proper ventilation, rebuild the eaves along the west side of the building, and replace the existing shingles.

Given the severity of the roof condition, it is my recommendation that we look to replace the roof as soon as possible to avoid damages to the facility and to insure our past investment in the ceiling is protected.

Mike Klaus will be present at the meeting to discuss in more detail the necessary work that should be done for the club house roof and can answer any questions relating to the attached quote. Please contact Mike Klaus with any questions you may have with the attached quote.

I am hopeful Council will authorize the Mayor to enter into a contract with Elite Roofing for the quoted amount of \$34, 047.00 to repair the roof at the golf course club house.





**P.O. BOX 1047**

**Bonnors Ferry ,ID 83805**

**elitecontracting18@gmail.com**

**David @ 208-597-2152**

DATE	PROPOSAL #
2/21/2019	59

Proposal Submitted to:  
Mirror Lake Golf Course Club House  
5686 Main St BF, ID 83805

## We hereby submit specifications to:

- Remove existing shingles and felt paper off roof.
- Remove existing decking off the "back roof".
- Install 2x4's (on edge), every 16", fastened to the existing rafters/framing with a 6" screw. 2x4's will run from eave to ridge. This will allow an estimated 3 1/2" of space between the existing insulation and roof deck for airflow. (back roof)
- Install 3/4"x4'x8' OSB T&G roof decking fastened with 8d nails. (back roof)
- Install 2' overhangs on eave and rake. 2x6 fascia board and 1/2" CDX plywood soffit. (back roof)
- Install air intake vents on "back roof" eave soffits, and air exhaust vent on ridge.
- Install GAF WeatherWatch ice and water shield on entire back roof, 24" inside the warm walls, up the sides of the dormer, and on the dormer of the front roof.
- Install GAF Tiger Paw synthetic underlayment on remainder of the front roof.
- Install metal step flashing up sides of the dormers.
- Install new siding on front roof dormer sides.
- Replace all other metal flashings and pipe boots/jacks.
- Install metal drip edge on entire perimeter of the roof.
- Install GAF ProStart starter shingles on entire perimeter of roof.
- Install GAF ColorMatch starter shingles on eaves.
- Install GAF Grand Canyon shingles fastened with 6-1 1/4" roofing nails.
- Install GAF RidGlass ridge cap.
- Fall protection will be used, in accordance to OSHA guidelines, while on the roof.
- Clean up and haul all debris from said work. We pride ourselves in our cleanup!!
- Two year workmanship warranty.

**Grand Total – \$34,047**

0% required to start job, 80% due upon completion.

Elite Contracting LLC Representative

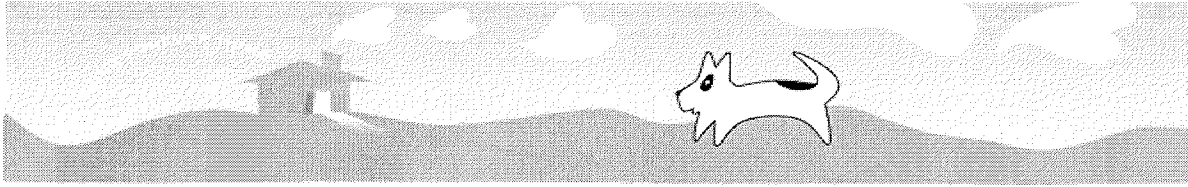
The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Any additional materials or labor for extras decided upon after the signing of this proposal will be billed in addition to total on this proposal.

Acceptance of Proposal

Date \_\_\_\_\_

**NOTE: PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS**

**NOTE: ANY PERMITS OR FEES ARE NOT THE RESPONSIBILITY OF ELITE CONTRACTING**



## **SECOND CHANCE ANIMAL ADOPTION, INC**

**P.O. Box 1925 Bonners Ferry, ID. 83805 (208)267-2815**

501 (c) (3) Number 82-0516848

Our mission: We strive to act as faithful stewards for all abandoned, lost, homeless, and abused animals entrusted to our care in Boundary County, with the ultimate goal of finding lifelong, loving homes for every one.

June 14, 2018

**Second Chance Animal Adoption, Inc. is requesting a 3% increase in our contract fee. This increase is intended to keep pace with our increased yearly cost which includes a general increase in cost of living expenses. We ask that we be given this minimal COLA increase yearly at contract renewal time. Our increased expenses are due to our increased utility costs as well as building maintenance and repair costs and increased labor cost. We anticipate the additional cost of repair to the outdoor kennels and roof repair and building maintenance.**

**We appreciate the on-going support that we receive from the City of Bonners Ferry to promote and maintain the care of our community's lost and abandoned dogs. It is as a team that we are able to provide such a needed humanitarian effort for our local dogs when they need care.**

**The co-operation of the City of Bonners Ferry, city law enforcement and SCAA provide for Bonners Ferry and Boundary County an exemplary service not enjoyed by all small communities.**

**We appreciate this small additional financial support that enables us to continue to provide an essential service.**

Please contact Georgette Baillesd'err at 208-276-5417 or [cowdogcrazy@gmail.com](mailto:cowdogcrazy@gmail.com) with any questions.

## **AGREEMENT FOR SHELTER SERVICES**

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between SECOND CHANCE ANIMAL ADOPTION (hereinafter "SCAA"), a non-profit corporation, and the CITY OF BONNERS FERRY (hereinafter "CITY"), a municipal corporation of the State of Idaho.

### **1. CONSIDERATION**

As consideration for this Agreement, SCAA agrees to provide the services of its Animal Shelter to CITY as described below. In exchange, CITY agrees to compensate SCAA in fees as provided below.

### **2. FEES**

CITY shall compensate SCAA on a monthly basis continuing for the duration of this Agreement. Payment shall be made by the 10<sup>th</sup> day of the month following the services rendered at the rate of \$900.40 per month.

### **3. SERVICES**

A. CITY may impound dogs at SCAA's Animal Shelter (hereinafter "Shelter"), located at 6647 LINCOLN ST., BONNERS FERRY, ID 83805. CITY officers shall have access to the holding pens of the Shelter twenty-four (24) hours per day for placement of CITY collected dogs.

B. The Shelter shall be open to the public during the Shelter's normal business hours. The exception shall be for recognized Federal holidays when the Shelter may be closed.

C. SCAA shall maintain its shelter in a humane manner and shall keep its shelter in a sanitary condition at all times. All services provided by SCAA shall be provided in accordance with local laws and the laws of the State of Idaho. SCAA shall use humane methods in the care, euthanasia, and disposition of any dog under its jurisdiction.

D. SCAA will be allowed to sell dog license tags to the public during the hours the Shelter is open to the public.

E. SCAA shall be responsible for accounting for all tags, receipts, and monies associated with sold tags and for submitting said records to CITY in accordance with this Agreement.

F. This Agreement pertains only to dogs received from City Police and dogs released to City residents.

#### **4. ANIMAL CONFINEMENT—IMPOUND TIME REQUIREMENTS**

The following minimum holding periods are established. For all impoundment periods, the day after impoundment is considered the first day of impoundment.

##### **A. Lost or Stray Dogs**

SCAA shall hold a lost or stray CITY collected dog for not less than five (5) days (except for dogs which may be disposed of pursuant to paragraph 5C). During the five (5) day holding period the owner of the dog may pick up the animal after first paying the impound fees as stated in 6A of this Agreement and obtaining a City dog tag if the animal is not currently licensed. Owners are also required to show rabies vaccination certificate if the dog does not have a current rabies tag affixed to its collar as required by City ordinance 5-3C-3. If the dog does not have a current rabies tag or the owner does not have the required proof of rabies vaccination, they shall be informed of the City ordinance requiring such. SCAA shall inform the City Police of any dog released that does not have a current rabies tag or vaccination certificate. The City Police will follow up with the owner to make sure the dog receives the required vaccination.

##### **B. Quarantined Dogs**

A dog placed in quarantine for observation for rabies symptoms shall be impounded for a period of ten (10) days. If, at the conclusion of the impoundment period, the animal has not exhibited any symptoms of rabies, the dog may be returned to the owner. Arrangements will be made to have a City Police officer at the shelter when the dog is released to address any restrictions that may be required of the owner in regards to I.C. § 25-2805(2). Regular impound fees will apply for each day the dog is impounded. The owner will be held to the same requirements in regards to providing proof of current rabies vaccinations as outlined in section 4A.

#### **5. DISPOSITION**

- A. SCAA may humanely dispose of, transfer to a new owner or any other no kill organization, any impounded animal not claimed by its owner or custodian within the prescribed holding period.
- B. Owners wishing to relinquish a dog shall contact SCAA for consideration in its adoption program or other disposition.
- C. Injured, sick, or diseased dogs will be medically cleared by a veterinarian or considered for humane disposition prior to being impounded in SCAA. Any veterinary expenses (up to \$100) incurred prior to impoundment will be the responsibility of the CITY (expenses over \$100 must have the prior approval of the Chief of Police). Newborns unable to feed themselves,

injured, sick, or diseased dogs may be considered for human disposition without regard to the prescribed holding period in order to alleviate suffering or to protect other impounded animals from exposure to a contagious disease. For these purposes, a disease, sickness, or injury is a condition causing great threat or harm to the animal or other animals, or causing unnecessary suffering or pain. Animals exhibiting disease or injury should be provided appropriate medical treatments, or in extreme cases, considered for other disposition.

- D. Any CITY collected dog becomes the responsibility of SCAA when it is delivered to SCAA and becomes property of SCAA at the completion of the five (5) day holding period.

## **6. IMPOUND AND LICENSE FEES**

- A. Anyone claiming a CITY impounded animal during the minimum holding period shall pay any relevant fees established by SCAA in accordance with City ordinances. Fees other than City dog license fees shall be retained by SCAA. License fees shall be turned over to CITY one time per month by the tenth (10<sup>th</sup>) day of the following month.
- B. SCAA shall provide CITY with a current list of all fees charged by SCAA for services provided including impound fees. SCAA also agrees to provide CITY with an updated copy of any changes in the fee schedule within ten (10) days of amendment in the future.
- C. SCAA shall verify a current license on all claimed dogs. SCAA shall verify that the license is current or issue a new license before a dog can be released. The CITY will provide SCAA with sufficient license tags and forms to satisfy this requirement.
- D. SCAA shall collect license fees established in accordance with City ordinances. A one (1) dollar administrative fee will be added to each license sold by SCAA. The additional fee will be maintained by SCAA.
- E. CITY shall inform SCAA of any change of ordinance concerning license or impound fees to allow SCAA to remain in compliance with City ordinances.

## **7. RECORD KEEPING**

- A. SCAA shall maintain an accounting of all dogs received from CITY and all fees collected. Receipts shall be issued by SCAA for all fees received on behalf of CITY.
- B. SCAA shall maintain CITY records on a monthly basis and provide the CITY with copies on or before the 10<sup>th</sup> day of the following month. CITY reserves

the right to review all records and conduct an audit. SCAA shall do a yearly inventory and supply CITY with a report of all dogs impounded at the shelter, due no later than October 31 of each year.

## **8. BILLINGS AND PAYMENTS**

SCAA shall remit to CITY all license fees collected the previous month, along with applications and the number range for license tags issued. This will be done by the tenth (10<sup>th</sup>) day of each month.

## **9. TERM**

This Agreement will remain effective in one year installments beginning annually on October 1<sup>st</sup>, 2019, renewed automatically. Should one party wish to terminate the Agreement, the procedure shall be as outlined below in 10A and 10B of this Agreement.

## **10. TERMINATION**

- A. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. Within sixty (60) days of the effective date of termination, each party shall forward to the other party any and all billings due and owing.
- B. In the event that SCAA fails to provide services or follow City procedures and practice as required by this Agreement, CITY shall provide written notice to SCAA of such failure to provide services or follow City procedures and practices. SCAA shall be given thirty (30) days from the date of the written notification by CITY to provide the required services or follow City procedures and practices. In the event SCAA fails to provide the required services or follow City procedures or practices after thirty (30) days from receipt of written notification, CITY may terminate this Agreement upon thirty (30) days written notice.

## **11. INSURANCE**

SCAA agrees to obtain and keep in force during the term of this Agreement, a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00, which shall name and protect SCAA, all SCAA's employees, CITY 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 SCAA's acts. SCAA shall provide proof of liability coverage with a new certificate yearly and require insurer to notify SCAA ten (10) days prior to cancellation of said policy.



**12. INDEMNIFICATION**

- A. To the fullest extent permitted by law, CITY and SCAA agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged, or threatened, actual attorney's fees, court costs, interest, defense costs and expenses associated therewith, including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of percentage of fault and/or liability by Agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined as set forth in this section.
  
- B. When a CITY impounded dog becomes in the control of SCAA, SCAA waives, releases, and holds harmless the CITY against any and all claims of action resulting from or as a result of the dog delivered to SCAA.

**13. SEVERABILITY**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

**14. LAWS OF THE STATE OF IDAHO**

This contract is to be determined and construed under the laws of the State of Idaho.

**15. TOTAL AGREEMENT**

No changes or amendments are to be considered valid regarding this contract unless in writing and signed by both Parties. This contract is to be considered the total Agreement between the parties unless changed as state above.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

ENTITY:

CITY OF BONNERS FERRY

BY: \_\_\_\_\_  
David Sims, Mayor

ATTEST:

\_\_\_\_\_  
Christine McNair, Clerk

USER:

SECOND CHANCE ANIMAL ADOPTION

BY: \_\_\_\_\_

WITNESS:

\_\_\_\_\_



1810 E Schneidmiller Ave. Ste. 310  
Post Falls, Idaho 83854  
208-777-1099 (phone) 208-773-5108 (fax)

## AUDIT ENGAGEMENT LETTER

September 24, 2019

City of Bonners Ferry  
Honorable Mayor and City Council  
PO Box 149  
Bonners Ferry, ID 83805

Dear Honorable Mayor and City Council:

We are pleased to confirm our understanding of the services we are to provide the City of Bonners Ferry for the year ended September 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Bonners Ferry as of and for the year ended September 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Bonners Ferry's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board 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 City of Bonners Ferry's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of City's Share of Net Pension Liability and City's Contributions
3. Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Bonners Ferry and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Bonners Ferry's financial statements. Our report will be addressed to the City Council of the City of Bonners Ferry. 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 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 issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Bonners Ferry is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

## **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating 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 financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to

our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorney(s) as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Bonners Ferry's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also provide the following non-audit services:

1. We will assist you in preparing the financial statements and related notes of the City of Bonners Ferry in conformity with U.S. generally accepted accounting principles based on information provided by you.
2. We will assist with the GASB 68 adjustments based on information provided by PERSI and by you.
3. We will assist with property tax adjustments based on information provided by the county and by you.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Bonners Ferry; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Anderson Bros. CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Federal or State officials or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson Bros. CPAs, personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by Federal or State officials. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

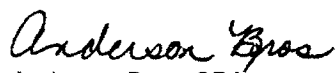
We expect to begin our audit on approximately January 6, 2020 and to issue our report no later than March 23, 2020. Toni Hackwith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$18,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement

will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Bonners Ferry and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign on the lines indicated and return it to us.

Sincerely

  
Anderson Bros. CPAs

RESPONSE:

This letter correctly sets forth the understanding of the City of Bonners Ferry:

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_



No. 2019-22

# City of Bonners Ferry

## 2019

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **PAR HAWAII, LLC.** doing business as **CENEX ZIP TRIP** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>	
LIQUOR	00.00
BEER: Container Only	25.00
Draft/Container	00.00
WINE	100.00
<b>Off Premises</b>	
BEER: Container	00.00
Keg, Jug and container	00.00
WINE	000.00
Transfer Fee-Liquor, Beer, Wine	00.00
TOTAL FEE \$	<u>\$125.00</u>

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

THIS LICENSE EXPIRES DECEMBER 31, 2019

This License Must Be Conspicuously Displayed

No. 2019-13R

# City of Bonners Ferry

## 2019

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **SAFEWAY, INC.** doing business as **SAFEWAY #2954** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>	
LIQUOR	00.00
BEER: Container Only	00.00
Draft/Container	00.00
WINE	00.00
<b>Off Premises</b>	
BEER: Container	00.00
Keg, Jug and container	100.00
WINE	000.00
Transfer Fee-Liquor, Beer, Wine	00.00
TOTAL FEE \$	<u>\$100.00</u>

APPROVED:

\_\_\_\_\_  
Mayor

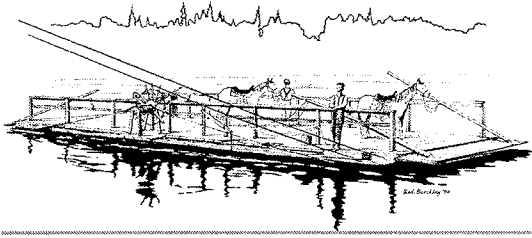
ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

THIS LICENSE EXPIRES DECEMBER 31, 2019

This License Must Be Conspicuously Displayed



## CITY OF BONNERS FERRY

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

---

# Memo

To: Mayor and City Council  
From: Rick Alonzo  
Date: 9-25-19  
Re: Days off for Thanksgiving and Christmas

---

I would like to give all City employees Friday, November 29, 2019, the day after Thanksgiving off. If the employees regular day off is Friday, they can take another day off. If the employee has to work that day it cannot be treated as overtime.

Since Christmas is on Wednesday, I would like to give all City employees one extra day off during the week of Christmas. The employees will have to have supervisor approval for the extra day off.

Thank you,

Rick Alonzo  
Council President