

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
November 5, 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 October 15, 2019 Council meeting minutes, October 18, 2019 Special Council meeting minutes

OLD BUSINESS

NEW BUSINESS

4. Electric/Water/Sewer – Consider Request from Doug Ladely Sr. for Waiver of Base Fees for Unoccupied Residences {action item}
5. Pool – Consider Approval of Pay Request #11 from Panhandle Area Council (attachment) {action item}
6. Sewer – Discuss Idaho Community Development Block Grant for Lift Station #5 {action item}
7. Fire – Consider Authorizing the Mayor to Sign the Contract with the Kootenai Tribe of Idaho for Fire Protection Services (attachment) {action item}
8. Street – Consider Approval of Estimate from Glahe and Associates for Survey/Topo work for the Garden Lane Extension project (attachment) {action item}
9. Electric – Consider Approval to Purchase 20 Itron Remote Disconnect Electric Meters, Associated Software and Annual Maintenance Fee from General Pacific (attachment) {action item}
10. Electric – Consider Authorizing the Mayor to Sign the Contract with Kendal Deaton (attachment) {action item}
11. City – Consider Authorizing the Mayor to Sign the Contract with Computer Arts for Fiscal Year 2019-2020 (attachment) {action item}
12. City – Consider Requesting Proposals to Partner with a Company to Provide Internet Service to City Electric Customers (attachment) {action item}
13. Street – Consider Approval of Seasonal Wintertime Employee (attachment) {action item}
14. City – Consider Approval of High 5 Expenditure for Grow's Little Free Garden Program and City Signage at the Golf Course (attachment) {action item}
15. City – Consider Approve to Purchase Gift Cards for the Christmas Party {action item}
16. Executive Session Pursuant to Idaho Code 74-206, Subsection 1 (c) To acquire an interest in real property which is not owned by a public agency

ADJOURNMENT

MINUTES
CITY COUNCIL MEETING
Bonnors Ferry City Hall
7232 Main Street
267-3105
October 15, 2019
6:00 pm

Mayor David Sims called the Council meeting of October 15, 2019 to order at 6:00 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur and Valerie Thompson. Also present were: City Engineer Mike Klaus, City Attorney Andrakay Pluid, City Clerk/Treasurer Christine McNair, Police Chief Brian Zimmerman and Fire Chief Dave Winey. Members of the public present were: Jerry Higgs, Marciavee Cossette, Barb LePoidevin, Denise Crichton, Carolyn Testa and Eric Lederhos.

REPORTS

Fire Chief Dave Winey said the department is gearing up for adverse weather.

City Engineer Mike Klaus said the plans for the spillway repair that were resubmitted to FERC were approved.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the September 17, 2019 Council meeting minutes, September 24, 2019 Special Council meeting minutes, October 1, 2019 Council meeting minutes

Valerie Thompson moved to approve the consent with the amended minutes. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes

OLD BUSINESS

4. City – Consider Visitors Center Sign Options from Carolyn Testa {action item}
Carolyn presented samples for the sign. She said there are many choices. Council agreed on grey mountains, second green for the trees, third font. Carolyn will order the sign once the frame has been built.

NEW BUSINESS

5. City – Consider Georgia Mae Christmas Display by Barb LePoidevin {action item}
Barb said she is willing to decorate the Georgia Mae Plaza again this year. Adam Arthur moved to approve Barb LePoidevin to do the Christmas display at the Georgia Mae Plaza and the people involved will be city volunteers. Rick Alonzo seconded the motion. The motion passed with all in favor.
6. City – Consider Approval of Ordinance #585 and the Publication Summary for Higgs Annexation and have the First Reading by Title Only (attachment) {action item}
Rick Alonzo moved to approve Ordinance #585 and the publication summary for Higgs annexation and have the first reading by title only. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes. Andrakay read the ordinance. An ordinance of the City of Bonnors 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 Bonnors Ferry, confirming the future land use map designation of "residential," amending the official zoning map of the City of Bonnors Ferry to zone the subject lands as Residential B, providing for the filing of this ordinance with 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.
7. City – Suspend the Reading Rules and Adopt Higgs Annexation Ordinance #585 {action item}
Rick Alonzo moved to suspend the reading rules and adopt Higgs annexation ordinance #585. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes
8. City – Consider Authorizing the Mayor to Sign the Takca Hill Plat (attachment) {action item}
Rick Alonzo moved to authorize the Mayor to sign the Takca Hill Plat. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes
9. Electric – Consider Approval of New Pickup Purchase (attachment) {action item}

Mike said Kevin's pickup is wearing out and is too small to pull the wire reel. There is \$40,000 in the budget to purchase a new pickup, the estimate is \$28,928. Mike is asking for \$30,000 in case there is anything he missed. Mayor Sims asked if the current pickup will be auctioned. Adam said it is on the surplus list. Valerie Thompson moved to purchase of a 2020 Chevrolet 3/4 ton, double cab pickup up to \$30,000 from Smith Chevrolet in Idaho Falls. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes

10. Electric/Water/Sewer – Consider Authorizing the Mayor to Sign the Contract Amendment with Century West for the Wilson Street to Solomon Street Project (attachment) {action item}

Mike said we hired Century West to design the lines for the project. The crews were too busy to do the project this year. Mike wants Century West to create the bid documents. Mayor Sims said Mike's workload is: the new well, the Moyie Dam and the Garden Lane project. Valerie asked how much the labor costs will be instead of having City employees do the project. Mike said it really depends on the contractors. Mayor Sims asked if someone from the city can do the construction oversight. Mike said he is hoping someone on staff will be able to do the construction oversight. Adam asked about the electrical. Mike said our electric crew will be doing the work. Adam Arthur moved to authorize the Mayor to sign the contract amendment with Century West for the Wilson Street to Solomon Street project in the amount of \$9,500. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes

11. City – Consider Approval of High 5 Expenditures for Naples School, Mt. Hall School and Valley View School (attachment) {action item}

Mayor Sims said Mt. Hall is adding \$1,000 for the walking trail and a gaga pit. Naples wants to do a walking trail and a gaga pit, Valley View wants a walking path. Valerie Thompson moved to approve the High 5 expenditures Naples School in the amount of \$3,215.32, Mt. Hall School in the amount of \$2,284.88 and Valley View School in the amount of \$2,300.00. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes

12. City – Consider Approval of Surplus Items and Surplus Auction (attachment) {action item}

Mike said Jimmy and Lisa put the list together that covers the bigger items. Valerie Thompson moved to approve and declare the surplus items for the surplus auction. Adam Arthur seconded the motion. The motion passed with all in favor.

13. Street – Consider Authorizing the Mayor to Sign the Contract with Century West for Grant Administration for the Transportation Alternative Program (attachment) {action item}

Mayor Sims said this project has been in the works for a long time. The proposed walkway will go from Franklin Street to the bottom of the old North Hill. Mayor Sims said the plan is to move the jersey barriers towards the travel lane and make an eight - ten foot wide paved pathway with a railing where it is needed. A preliminary application is needed by November 8, 2019. Mayor Sims said Idaho Transportation Department (ITD) has money in a curb-ramp program which may help to make the path ADA compliant. The curb-ramp program does not require a match. Valerie Thompson moved to authorize the Mayor to sign the contract with Century West for grant administration for the Transportation Alternative Program from Franklin Street to the bottom of the old north hill, ITD right-of-way, with the contract amount not to exceed \$2,000 without prior approval. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes

14. Sewer – Consider Contract with Panhandle Area Council for Idaho Community Block Grant Application for Lift Station 5 {action item}

Mayor Sims said lift station #5 is below Super 1. Mike said it carries a lot of the load. The master plan from 2011 said this was the number one priority for the lift stations. Mayor Sims said we are currently at capacity. Mike said we need more pumping capacity and non-clogging pumps. Adam asked if we are considering for future growth. Mike said we are. Mike said the application is due November 22, 2019. Adam Arthur moved to approve the contract with Panhandle Area Council for the Idaho Community Block Grant application for lift station 5 in the amount of \$8,000. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes

ADJOURNMENT

The meeting adjourned at 6:39 pm.

**MINUTES
SPECIAL CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
October 18, 2019
5:00 pm**

Mayor David Sims called the Special Council meeting of October 18, 2019 to order at 5:00 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Administrator Lisa Ailport and City Clerk/Treasurer Christine McNair. No members of the public were present.

NEW BUSINESS

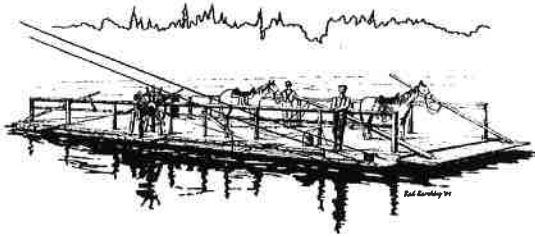
1. Sewer – Consider Authorizing the Mayor to Sign a Contract with KG & T Septic for Sewer Main Repair Below Apache Court {action item}

Mayor Sims said this is the property that we recently purchased. The sewer line in that area has been a problem in the past. There have been two overflows in the last week. KG & T will replace 800 feet of sewer line and will use the Vactor truck to combine the lines.

Valerie Thompson moved to authorize the Mayor to sign the contract with KG & T Septic for sewer main repair below Apache Court in the amount of \$18,100.00. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

ADJOURNMENT

The meeting adjourned at 5:03 pm.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: October 31, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: **City Pool Project - CDBG Request for Funds #11**

Attached is the Community Development Block Grant Request for Funds #11. Request #11 includes \$1,525.00 for PAC administrative work related to the City Pool project from May 1 to September 30, 2019.

I recommend that the Council authorize the Mayor to sign the ICDBG program request for funds #11 for \$1,525.00.

Please let me know if you have any questions.

Thank you,

Mike



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

October 17, 2019

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

RE: CDBG Request for Funds #11

Dear Christine:

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

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

Instructions:

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

Ms. Christine McNair, City Clerk
City of Bonners Ferry
October 17, 2019
Page 2

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

Please call me if you should have any questions.

Sincerely,



Dorian Komberec
Programs Specialist

Enclosures: as stated

Financial Disbursement Form

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

Request for Funds #: 11
Report period: May 1 - September 30, 2019
Date: October 17, 2019

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

INVOICE DATE	INVOICE NUMBER	VENDOR	INVOICE AMOUNT	TO BE FUNDED BY:			BUDGET CATEGORY
				ICDBG	City Cash	Force Account	
09/30/19	11	Panhandle Area Council	1,525.00	1,525.00			Administration
TOTAL REQUEST FOR FUNDS:			1,525.00	1,525.00	0.00	0.00	

<i>To be completed for receipt & disbursement of ICDBG funds:</i>					
ICDBG Funds Received: \$ _____	Date Funds Received: _____				
Disbursed To: Panhandle Area Council	For: Administration	Check No.:	Date Disbursed:	Amount:	
TOTAL DISBURSEMENTS:					1,525.00
>> Funds must be disbursed within five (5) calendar days of receipt <<					
I certify that the information above is correct.					
Submitted by: _____					

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

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

PROJECT RE-CAP

	To	Line Item Category	Invoice #	Invoice Date	CDBG			City Force		TOTAL
					ROUNDED	City Cash	Account Cash	City In-Kind		
BUDGET					150,000.00	83,560.00	42,806.00	1,500.00	277,866.00	
Grant Writing		Planning					1,500.00		1,500.00	
PR1	Panhandle Area Council	Administration	1	02.05.18	1,160.00				1,160.00	
PR2	Panhandle Area Council	Administration	2	05.03.18	460.00				460.00	
PR3	Panhandle Area Council	Administration	3	06.13.18	180.00				180.00	
PR4	Panhandle Area Council	Administration	4	08.08.18	360.00				360.00	
PR5	Panhandle Area Council	Administration	5	08.27.18	180.00				180.00	
PR6	Panhandle Area Council	Administration	6	01.02.19	2,195.00				2,195.00	
PR6	BF Builders	Construction	1	11.30.18	20,045.00				20,045.00	
PR7	Panhandle Area Council	Administration	7	02.13.19	1,165.00				1,165.00	
PR8	Panhandle Area Council	Administration	8	03.08.19	1,030.00				1,030.00	
PR9	Panhandle Area Council	Administration	9	04.02.19	1,165.00				1,165.00	
PR9	BF Builders	Construction	2	04.01.19	61,132.00	0.50			61,132.50	
PR10	Panhandle Area Council	Administration	10	05.17.19	525.00				525.00	
PR10	BF Builders	Construction	3	05.01.19	28,441.00	0.10			28,441.10	
PR11	Panhandle Area Council	Administration	11	09.30.19	1,525.00				1,525.00	
					119,563.00	0.60		1,500.00	121,063.60	
					30,437.00	83,559.40	42,806.00	-	156,802.40	

10/17/2019

City of Bonners Ferry Municipal Swimming Pool Repairs
Financial Summary

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

EXPENDITURES TO DATE					
	ICDBG Grant	City Cash	City Force Account Cash	City In-Kind	Total
Administration	9,945.00	-	-	-	9,945.00
Planning	-	-	-	1,500.00	1,500.00
Design Professional	-	-	-	-	-
Construction	109,618.00	0.60	-	-	109,618.60
Financing	-	-	-	-	-
Legal	-	-	-	-	-
Total	119,563.00	0.60	-	1,500.00	121,063.60

BUDGET REMAINING					
	ICDBG Grant	City Cash	City Force Account Cash	City In-Kind	Total
Administration	1,055.00	-	-	-	1,055.00
Planning	-	-	-	-	-
Design Professional	-	-	17,806.00	-	17,806.00
Construction	29,382.00	83,559.40	25,000.00	-	137,941.40
Financing	-	-	-	-	-
Legal	-	-	-	-	-
Total	30,437.00	83,559.40	42,806.00	-	156,802.40

Idaho Community Development Block Grant Program Request for Funds

(Return to Idaho Department of Commerce, Economic Development Division, 700 W State Street, PO Box 83720, Boise, ID 83720-0093)

Grantee Name City of Bonners Ferry			Contract # ICDBG-17-I-25-PK		Contact Person Dorian Komberec		Phone 208-772-0584 x3010	
Address PO Box 149, Bonners Ferry, ID 83805			Report Period 5/1/19-9/30/19		Date of Request 10/17/19		Request # 11	
	1 CDBG Budget	2 Total of Previous Requests	3 Program Income Earned	4 Total Funds Requested + Program Income Col 2 + Col 3	5 Total Funds Dispursed	6 Unexpected Balance of Funds Req. + Program Inc. Col 4 - Col 5	7 Accrued (unpaid) Bills & Costs	8 Current Requests for Funds Col 7 - Col 6
Administration	\$11,000	\$8,420	\$0	\$8,420	\$8,420	\$0	\$1,525	\$1,525
Construction	\$139,000	\$109,618	\$0	\$109,618	\$109,618	\$0	\$0	\$0
TOTALS	\$150,000	\$118,038	\$0	\$118,038	\$118,038	\$0	\$1,525	\$1,525

Note: Furnishing false information may constitute a violation of applicable state and federal law.

Certification of Financial Officer: I certify that the above data is correct, based on the grantee's official accounting system and records, consistently applied and maintained, and that expenditures shown have been made for the purposes of, and in accordance with applicable contract terms and conditions. The funds requested are for reimbursement of actual expenditures during the report period.

Signature	Typed Name	Title
	David Sims	Mayor

CDBG PROGRESS REPORT

Grantee: City of Bonners Ferry	Sub-recipient: N/A	Report No.: 11
Grant No. ICDBG-17-I-25-PK	Report Period: From <u>May 1, 2019</u> To <u>September 30, 2019</u>	Design Professional: Identify current phase <input type="checkbox"/> Design Phase <input type="checkbox"/> Bidding Phase <input checked="" type="checkbox"/> Construction Phase <input type="checkbox"/> Post Construction Phase
Construction Status: Narrative on construction activities (max 3 sentences). Attach photos if available. The City closed the pool for the season mid-August 2019. Bathroom stall partitions were purchased for the bathhouse upgrades, and were delivered to the City. The City engineer anticipates that the bathhouse upgrades will be complete at the end of October. Percentage of construction complete: 90%		

Instructions: Identify the date that the activity was completed and the date the documentation was sent to Commerce. If activity has not yet been completed leave blank. Checklist is to identify that specific steps are met, but it does not replace the directions in the CDBG manual.

GRANT ADMIN AND DESIGN PROFESSIONAL PROCUREMENT	Completion Date	Date Submitted to Commerce
Idaho PTAC Notice for Grant Admin and Design Professional Services:	8.25.16	-
Grant Admin Contract:	10.01.16 10.30.17	02.05.18 02.05.18
Design Professional Contract with CDBG attachment:	9.17.18	-

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

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

CONSTRUCTION PROGRESS For each construction contract provide this Construction Progress Report and if applicable Attachment B-Labor Standards Update	Completion Date	Date Submitted to Commerce
(*) These items must be sent even if CDBG funds are not expended on construction.		
Construction bid document review certification:	07.24.18	07.24.18
Bid (published) Notices:	07.12.18	01.03.19
Ten Day Wage-Rate Update:	08.07.18	08.07.18
*Bid Tabulations:	N/A	N/A
Debarred List Checked:	09.05.18	09.05.18
Preconstruction Conference: Minutes and Checklists	10.30.18	01.03.19
*Notice to Proceed:		01.03.19
*Construction Contractor's Contract:	09.17.18	01.03.19
*Performance Bond and Payment Bond and Insurance Certification:	09.26.18	01.03.19
Steps to Comply with Section 3:	02.26.19	02.26.19
*Certificate of Substantial Completion:		
Section 3 Summary Report:		

FAIR HOUSING	Completion Date	Date Submitted to Commerce
Fair Housing Month Proclamation- April:	02.06.18	03.05.18
Fair Housing Resolution and publication:	(R) 11.04.14 (P) 08.10.17	(R) 11.18.16 (P) 09.25.18
Fair Housing Assessment:	10.25.18	11.15.18
Display Fair Housing Information: (Identify Location) <ul style="list-style-type: none"> • Posters • Fair Housing Resolution 		

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

SECOND PUBLIC HEARING	Completion Date	Date Submitted Commerce
<ul style="list-style-type: none"> • Published Notice • Minutes • List of Attendees 	4.16.19	5.17.19

ATTACHMENTS		
A-Disbursement Report (required)	✓	✓
B-Payroll Review (if applicable)	✓	✓
C-Acquisition (if applicable)	N/A	N/A

CERTIFICATION:

I, the undersigned, do hereby certify that the above information contained in this report, including all attachments are correct and accurately reflects the progress and status of the grant project.

Dorian Kowalski

Signature of CDBG Certified Grant Administrator

208-772-0584 x 3010

Phone

10/17/19

Date

CERTIFICATION:

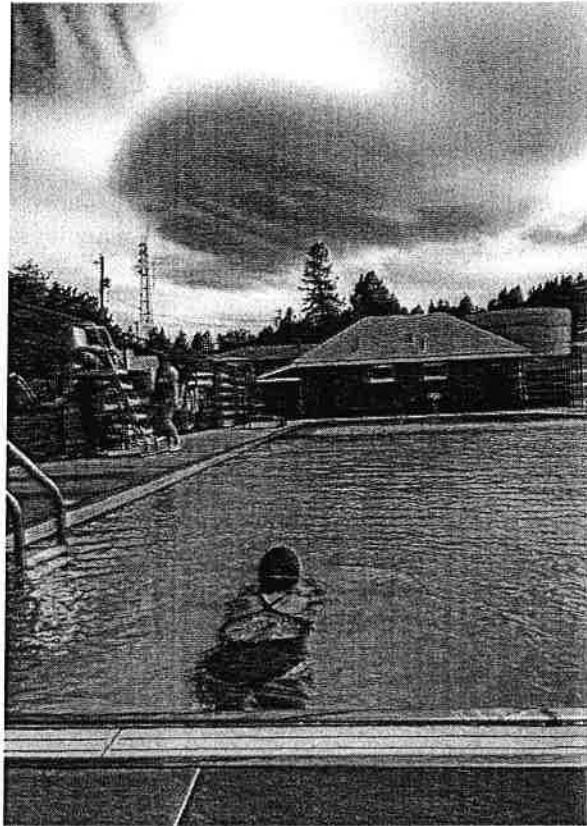
I, the undersigned, do hereby certify that the above information contained in this report, including all attachments are correct and accurately reflects the progress and status of the grant project.

Signature of Chief Elected Official

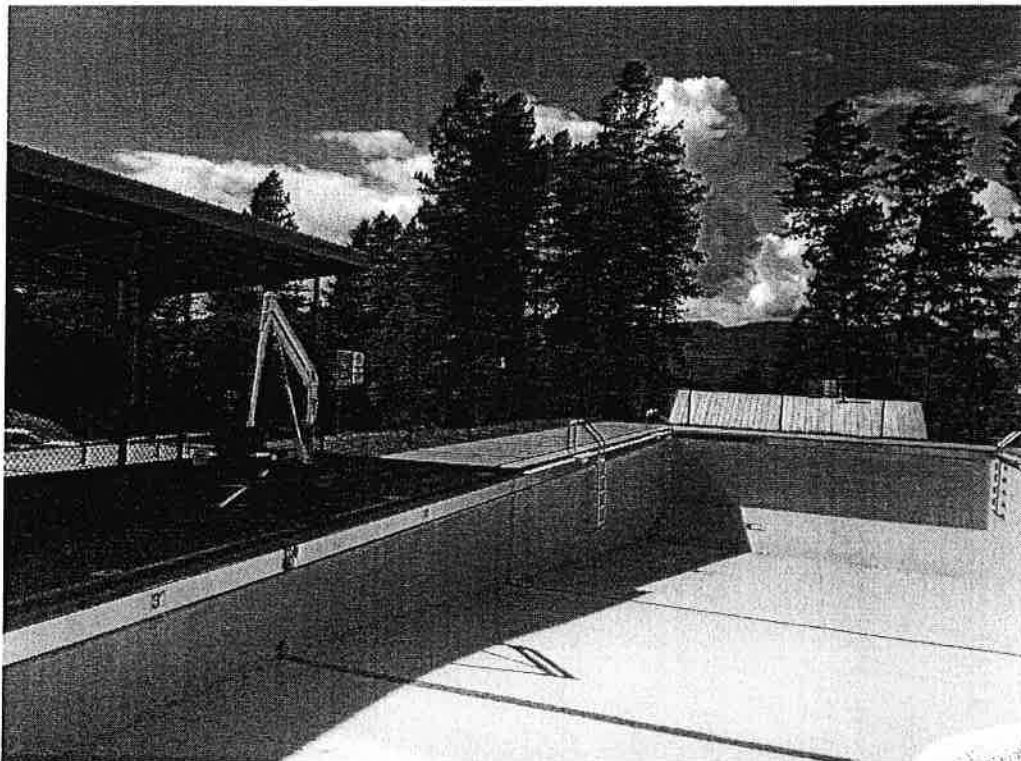
Mayor
Title

Date

June 10, 2019



September 11, 2019



**ATTACHMENT B:
LABOR STANDARDS UPDATE**

Location of Wage Decision and Poster	Back of project sign at project site.							
Labor Standards Enforcement Report/ Supporting Documentation	N/A	N/A						
No. Interviews Completed Total	6	3						
Required Apprenticeship Forms Submitted to IDC	N/A	N/A						
Apprentices	0	0						
No. Payrolls Reviewed	28	2						
Fringe Paid in Cash	Y	Y						
Fringe Paid to Plan	N	Y						
No. of Payrolls on File	28	2						
Authorized Signature Form Sent to IDC	Y	Y						
Authorized Signature Form Executed	Y	Y						
Subcontract/Contract Certifications Sent to IDC	Y	Y						
Subcontract/Contract Certifications Executed	Y	Y						
Contractor/Subcontractor	BF Builders	Natare Corporation						

**PANHANDLE AREA COUNCIL, INC.**

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

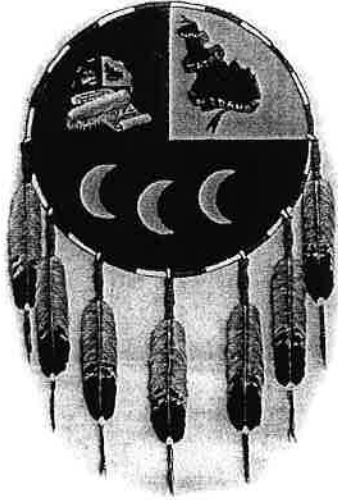
INVOICE

Date: September 30, 2019
Period: May 1, 2019 **To** September 30, 2019
Number: 11 BFPool
Project: Bonners Ferry Municipal Pool Repairs - ICDBG-17-I-25-PK
To: City of Bonners Ferry
PO Box 149
Bonners Ferry, Idaho 83805
Remit to: Panhandle Area Council
11100 N Airport Drive
Hayden, ID 83835

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

Activity		Subtotal	Totals
Project Set-Up	100% Complete	\$ -	
Environmental	100% Complete	\$ -	
Labor Monitoring	100% Complete	\$ 1,525.00	
♦ Correspond with Contractor concerning certified payroll reports			
♦ Review certified payroll reports			
♦ On-site labor interviews			
Project Monitoring	91% Complete	\$ -	
♦ No activity this period			
Civil Rights-Equal Access	0% Complete	\$ -	
Project Closeout	0% Complete	\$ -	
Balance Due:		\$ 1,525.00	

Contract:	\$ 11,000.00
Received to Date:	\$ 8,420.00
Outstanding:	\$ -
Contract Balance Before This Invoice:	\$ 2,580.00
Balance Due This Period:	\$ 1,525.00



Kootenai Tribe of Idaho

P.O. Box 1269
Bonners Ferry, ID 83805
Ph# (208) 267-3519
Fax (208) 267-2960

October 28, 2019

City of Bonners Ferry
7232 Main Street
Bonners Ferry, ID 83805

Dear Mayor Sims:

Please find enclosed the contract for Fire Protection services, between the Kootenai Tribe of Idaho and the City of Bonners Ferry for fiscal year 2020. Kindly sign both originals and return one to Rhonda Vogl, Kootenai Tribe of Idaho.

The Tribe appreciates the working relationship with the City and looks forward to its continuation. If you have any questions, please contact myself or Chairperson Gary Aitken Jr. at 208-267-3519.

Sincerely,

A handwritten signature in cursive script that reads "Rhonda Vogl".

Rhonda Vogl
Administrative Director

CONTRACT FOR FIRE PROTECTION SERVICES

The purpose of this Contract is to provide fire protection on that portion of the Kootenai Indian Reservation located within the exterior corporate boundaries of the City of Bonners Ferry, Idaho, including all Tribe-owned lands therein held in trust by the United States or subject to a federal restriction on alienation.

PARTIES

This Contract is entered into by the Kootenai Tribe of Idaho (hereinafter "TRIBE") and the City of Bonners Ferry, a municipality organized under the laws of the State of Idaho, (hereinafter "CITY") to carry out provisions of the Self-Governance Compact between the Tribe and the United States Department of the Interior Bureau of Indian Affairs (hereinafter "GOVERNMENT").

FIRE PROTECTION SERVICES AND PROGRAMS TO BE PERFORMED.

A.

SCOPE OF SERVICES

The CITY shall be responsible for providing fire protection to that portion of the Kootenai Indian Reservation covered by this Contract in the same manner and to the same extent as it provides fire protection to other portions of Bonners Ferry, Idaho over which it has fire protection responsibilities.

The TRIBE agrees to maintain the property covered by this Contract in accordance with the Uniform Fire Code (UFC) as adopted by the State of Idaho. In the event that the TRIBE shall maintain or modify existing facilities or construct new facilities in a manner that is in violation of the UFC, the CITY, by written notice, may require the TRIBE to bring the facilities into compliance and, if the TRIBE fails or refuses to do so within sixty (60) days of mailing or personal service of such notice, may terminate all of their fire protection and suppression duties contracted for by this Contract.

B.

FIRE HYDRANTS

The TRIBE authorizes the CITY to use the fire hydrants of the TRIBE in its performance of this Contract.

The TRIBE shall pay additionally for all maintenance and replacement costs of the fire hydrants and servicing lines owned by the TRIBE. This work will be done by the CITY. Any work over FOUR HUNDRED DOLLARS (\$400.00) will require prior authorization from the TRIBE, unless it is of an emergency nature to preserve the system and/or prevent risk of damage, destruction or injury to persons or property.

C.

PROGRESS AND FINAL REPORTS

The CITY shall submit an Annual Narrative report of the number of incidents on the Reservation and the response provided.

GENERAL TERMS AND CONDITIONS

A.

SUPPLIES, EQUIPMENT & FACILITIES

At its expense, the CITY shall furnish all supplies, equipment and facilities needed to perform the services, functions and programs contracted to be performed. No supplies equipment or facilities will be furnished by the TRIBE unless otherwise expressly provided herein.

B.

CONTRACT TERM

The period of this Contract shall be the period beginning October 1, 2019 and ending September 30, 2020 subject to termination at any time upon thirty (30) days written notice by either party. This Contract may be modified in writing by mutual consent of both parties.

C.

CONTRACT AMOUNT

CITY shall receive compensation for services provided under this Contract in the amount of twenty-two thousand one hundred fifty United States dollars (US\$22,150.00 -- \$1845.83/month), which amount shall be prorated from the date of signature of both parties.

D.

DISPUTES

Disputes arising under this contract shall be resolved by binding arbitration through the United States Department of the Interior Bureau of Indian Affairs or, at the option of either party, through binding arbitration conducted before a panel of three arbitrators in which each party chooses one arbitrator who shall then choose the third member of the panel.

E.

INDEMNIFICATION

To the extent not covered by the Federal Tort Claims Act or any insurance policy possessed by the City, the Tribe agrees to indemnify the City for any claims for damages or injuries brought by third parties for factual situations arising from City's operation under or intended operation under this Agreement. The Tribe agrees to name City, its elected and appointed officials and employees as additional names insured on all policies providing liability coverage at the Reservation. The Tribe will provide the City a Certificate of Insurance showing the limits of all policies as well as showing the additional named insured provision and agrees to notify the City within ten (10) days in writing should any of the policies be canceled or not renewed.

Nothing in this Agreement shall waive the requirements of or increase the liability limits established by Idaho Code Chapter 9 of Title 6 as it now exists or may hereafter be amended.

F.

PAYMENT IN LIEU OF TAXES

It is understood between the parties that services rendered under this Contract directly or indirectly are in lieu of taxes, and that if real or personal property taxes are ultimately paid by the TRIBE to the CITY for TRIBE-owned property, all or part of the payments described herein will be subject to rebate dollar for dollar. In the event that all categories of taxes for business and property on non-Indian lands shall become applicable to the property and business subject of this Contract, for the period such taxes are paid payments herewith shall be fully refunded and the Contract shall automatically terminate.

G.

VOLUME CONSIDERATION

This Contract is entered into based upon the assumption that the facilities owned and operated by the TRIBE are as they now exist. In the event that, during the term of this Contract, the TRIBE shall modify its facilities to increase its capacity, it is anticipated that there may be a corresponding increase in the demand for the CITY's services as contracted for by this Contract. In such event, the parties agree to renegotiate the compensation to provide for an appropriate increase and the rate paid to the CITY for the services that the CITY hereby agrees to provide.

H.

TRIBAL COOPERATION

The TRIBE will cooperate with the CITY authorities and employees responsible for the performance of the duties herein. The TRIBE will make available to the CITY's officers and employees the necessary records, personnel and access to facilities, which are owned, possessed, maintained or employed by the TRIBE and failure to provide such will relieve the CITY of its duties under this Agreement.

I.

HOLD OVER CLAUSE

In the event that this Contract is not timely renewed, its terms and provisions shall continue and services shall continue to be provided until the TRIBE or the CITY provide notice of its cancellation. It is agreed that the CITY shall be reimbursed at the original Contract rate until such time as a new Contract has been executed, at which time the TRIBE shall retroactively reimburse the CITY at the new rate.

DATED this 23rd day of Oct, 2019.

KOOTENAI TRIBE OF IDAHO

Attest:

By: 
Gary Aitken, Jr., Chairman

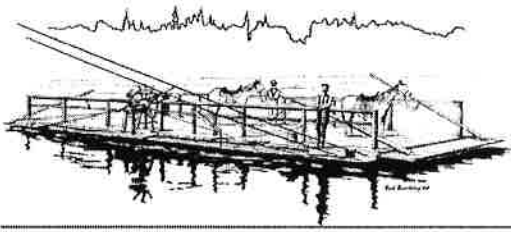
By: 
Velma Bahe, Secretary

CITY OF BONNERS FERRY

Attest:

By: _____
Mayor David Sims

By: _____



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: November 1, 2019

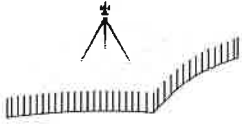
RE: Garden Lane Extension- Surveying Services

The City staff needs assistance from a Professional Land Surveyor to conduct a topographic and boundary survey for the Garden Lane Extension project. The City received a Local Highway Technical Assistance Council's (LHTAC), Local Highway Improvement Program (LHIP) Grant to construct this small segment of road between Garden Lane and Fry Street.

In order to design and eventually construct this segment of road, we need the boundary and topographic survey. Glahe and Associates provided an estimate of \$5,600.00 to complete the work that the City has requested. The LHIP grant does not cover engineering or design services, so the city will have to bear the cost of this service with our general fund account.

Staff is requesting consideration to approve the mayor to sign a professional service agreement contract with Glahe and Associates to complete the topographic and boundary survey in the amount of \$5,600.00.

Please let me know if you have any questions.



GLAHE & ASSOCIATES, INC. Professional Land Surveyors

303 Church St.
P.O. Box 1863
Sandpoint, ID 83864

Phone: (208) 265-4474
Fax: (208) 265-0675
E-mail: manager@glaheinc.com
Website: www.glaheinc.com

October 3, 2019

City of Bonners Ferry
Lisa Ailport
PO Box 149
Bonners Ferry, ID 83805

Dear Lisa,

Thank you for your inquiry regarding our Professional Land Surveying services. Enclosed is a cost breakdown and our standard Professional Services contract.

Project Limits: From Fry St. to Alderson Lane, approx. 800 feet.

Project Scope:

- Topo edge of existing road
- Locate property corners for reference-Approx 4-5
- Tie driveways (3)
- Tie edge of curb of parking lot of Mormon church
- Utility locates-water, sewer, electric, culverts

Should you choose to proceed with the survey, please sign the contract and return it to this office with a 30% retainer fee so that we can schedule the work to begin.

Please call or email if you have any questions.

Sincerely,

Tyson L.A. Glahe, PLS
President
GLAHE & ASSOCIATES, INC.





GLAHE & ASSOCIATES, INC. Professional Land Surveyors

303 Church St.
P.O. Box 1863
Sandpoint, ID 83864

Phone: (208) 265-4474
Fax: (208) 265-0675
E-mail: manager@glaheinc.com
Website: www.glaheinc.com

Section 34, T62N, R1E, BM	
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PROFESSIONAL SERVICES CONTRACT

Description of Services: Perform a field survey of existing corners and features relevant to developing engineering plans, per scope on previous page. Provide base mapping up survey results in PDF and CAD format.

Glahe & Associates agrees to perform the services listed on the attached "Opinion of Probable Cost", at a cost estimate of \$5,600.00 unless unusual and unforeseen circumstances arise, in which case Glahe & Associates agrees to notify the CLIENT prior to incurring any additional expenses.

Should CLIENT change the scope of this work order either in writing or verbally, CLIENT agrees to pay Glahe & Associates for any additional work involved in said change.

In the event that CLIENT institutes a suit against Glahe & Associates because of any failure or an alleged failure to perform, error, omission or negligence, and if such suit is not successfully prosecuted, CLIENT agrees to pay Glahe & Associates any and all costs of defense.

All original papers and documents produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the property of Glahe & Associates and may be used by Glahe & Associates without the consent of the client.

CLIENT understands that Glahe & Associates will make every effort to complete the work in a timely manner but sometimes unforeseen matters can cause delays in properly completing the project.

CLIENT agrees to pay 30% of the amount of the "Opinion of Probable Cost" to Glahe & Associates prior to commencement of work on this project and to pay any remaining balance due computed as described above to Glahe & Associates upon in-progress and then final billing. Any payments not made within 15 days from statement date shall be subject to a 1-1/2% per month penalty.

If, after 30 days from the date of statement from Glahe & Associates, CLIENT has not made payment in full to Glahe & Associates, a Mechanic's Lien may be filed by Glahe & Associates against the subject property. CLIENT agrees to pay costs of such filing and release, along with final settlement, and attorney's fees and costs in pursuing payment on a lien or other remedy.

CLIENT: _____ Date _____

PRINTED NAME: _____

Glahe & Associates: _____ Date _____

(Tyson L.A. Glahe, P.L.S.)

PROFESSIONAL SERVICES AGREEMENT

Between

City of Bonners Ferry and Glahe and Associates, Inc.

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

The parties agree as follows:

1. SCOPE OF WORK: ENTITY engages CONTRACTOR to perform the work associated with the scope of service as set forth in Exhibit "A" attached hereto.
2. PAYMENT: ENTITY agrees to pay CONTRACTOR for his services rendered under this Agreement an amount not to exceed the total sum of \$5,600.00 without prior City Council approval for said services rendered. The parties agree that CONTRACTOR will invoice ENTITY for payment under this Agreement for services rendered herein.
3. RIGHT OF CONTROL: ENTITY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.
4. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.
5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.
6. LICENSES AND LAW: CONTRACTOR represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.
7. FRINGE BENEFITS: Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

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

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

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

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

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

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

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

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

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

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

SECTION (12): INDEMNITY AND INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20____.

ENTITY:


CITY OF BONNERS FERRY

David Sims, Mayor

ATTEST:

Christine McNair, Clerk

CONTRACTOR:

By 

Its PL5 - PRESIDENT

WITNESS:



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

SECTION (12): INDEMNITY AND INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

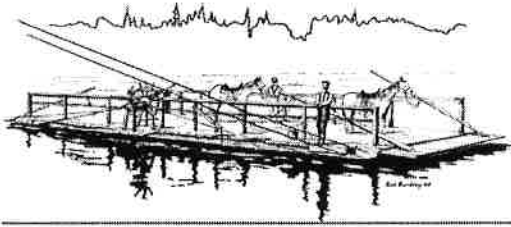
ENTITY, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with ENTITY. Prior to commencing any work under this Agreement, CONTRACTOR shall deliver to ENTITY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

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

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

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

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



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator *LMA*

DATE: November 1, 2019

RE: **Itron Bridge Meters**

The attached quote from GenPac is to consider purchasing twenty (20), Itron Bridge FM2S CL200 240v with remote capability for disconnects. The Itron Bridge uses software and support to generate security keys that work with the utility to both connect and disconnect the electric service via our handheld remote.

We would like to use this type of technology on properties where we have frequent issues with disconnects and connects and/or trouble with accessing property. We believe this meter can help ensure the safety of our staff as well as the efficiency of our customers.

The units themselves are around \$175.00 each and the security support software is a flat rate of \$2,000.00 for up to 2,500 units. The yearly maintenance fee would be billed separately through Itron.

The total cost for purchasing the 20 units is \$5,487.20, plus a \$400.00 yearly maintenance fee from Itron.

Please let me know if you have any questions.

QUOTATION

General Pacific, Inc.

P.O. Box. 70
 Fairview, OR 97024
 USA
 503-907-2900

Order Number	
1197828	
Order Date	Page
11/01/19 10:27:06	1 of 2

Quote Expires On: 12/01/19

Bill To:

Bonnerr Ferry, City Of
 PO Box 149
 Bonnerr Ferry, ID 83805-0149
 US

Ship To:

Bonnerr Ferry, City Of
 6362 Washington St
 Bonnerr Ferry, ID 83805-8652
 US

1-208-267-3105

Attn: Deby Garcia

Requested By: Steve Neumeayer

Customer ID: 100092

<i>PO Number</i>	<i>Ship Route</i>	<i>Taker</i>
bridge meter quote	ANY	JALBRECHT

<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing UOM</i> <i>Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>				

Order Note: Lead times are 9-15 weeks ARO. Lead time estimate assumes that the SPEC form for the bridge meter has been approved and processed by Itron. ISM has to be running on customer premises. ISM can be loaded to the machine that FCS was installed on at Bonnerr Ferry.

20.0000	0.0000	20.0000	EA		ITR SPEC-ID-15058-BONNERS-FERRY	EA	174.3600	3,487.20
				1.0	Bridge FM2S CL200 240v w/disconnect	1.0		
1.0000	0.0000	1.0000	EA		ITR ISM AA-ED	EA	2,000.0000	2,000.00
				1.0	Security Manager Software 1-2500 end pts	1.0		

Order Line Notes: Itron's Security Manager (ISM) is required with the Bridge meter for 2 way communications. ISM is responsible for managing all security hashes generating the security keys that work in conjunction with Field Deployment Manager (FDM) to allow customer to operate the service switch via the handheld. Meter reading operations are done via FCS just like customer's existing C1SR meters. Customer must be using FC300 or newer in order to utilize the bridge meter.

Order Line Notes: Annual maintenace fees, billed direct by Itron (would be added to customer's existing maintenance agreements/fees): \$400/year.

QUOTATION

General Pacific, Inc.

P.O. Box. 70
 Fairview, OR 97024
 USA
 503-907-2900

Order Number	
1197828	
Order Date	Page
11/01/19 10:27:06	2 of 2

Quote Expires On: 12/01/19

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>				

Total Lines: 2

<i>SUB-TOTAL:</i>	5,487.20
<i>TAX:</i>	0.00
<i>AMOUNT DUE:</i>	5,487.20
<i>U.S. Dollars</i>	



OpenWay® CENTRON®

Bridge Meter

The CENTRON Bridge meter is the bridge between Itron communication architectures that enable AMI and smart grid functionality. The meter's adaptability allows it to be incorporated alongside existing Itron electric meters with a mobile meter data collection system, delivering advanced metering benefits associated with remote service disconnects, demand metering (real-time resetting), net metering, time of use rates, and interval data for customer service and engineering.

When prudent for the utility, the CENTRON Bridge can easily migrate to a full smart grid solution, offering demand response and distribution automation benefits. With CENTRON Bridge's versatility and proven operational benefits, utilities can address current business challenges and see an immediate return on investment, all while readying for a full smart grid solution as the need develops. Enabled to leverage field assets across two different data collection solutions, a utility can protect and extend its original investment.

Featuring open-standards architecture, modular design for flexibility in communications, and extensive features and functionality, the CENTRON Bridge supports existing operational needs as well as the most demanding smart grid business requirements today and well into the future. The CENTRON Bridge is the first meter to offer compatibility between the OpenWay® network and Itron's ChoiceConnect® mobile environment. This revolutionary capability is perfect for customers that require advanced metering functionality in a mobile environment today, with complete support for full smart grid functionality in the future.

What does the CENTRON Bridge offer in a mobile environment?

Utilities can deploy the new CENTRON Bridge alongside the existing meter population, reading all meters with the Itron mobile data collection system. This enables the utility to deploy the CENTRON Bridge on a schedule, whether through an annual meter maintenance program, a complete meter replacement or any other combination that suits the business case. With this flexibility, the utility sets the timetable according to its operational needs, capital management goals or strategic plans.

Once deployed, the CENTRON Bridge offers a range of benefits. Utilities can streamline current operational processes and subsequently lower costs. Field work required to disconnect meter service is reduced by the ability to activate the under-the-glass service switch in-route with the mobile collection system. Safety incidents are reduced and meter socket damage is eliminated by this remote capability. Demand reset of commercial meters is also managed with the mobile system, eliminating the need to physically access the meter or having to worry about setting schedules. Time based rates can be calculated in the meter and retrieved via the mobile system which removes the need for calculating rates in an MDM. With the ability to extract 5 different energy values you can address all of your metering needs from net meters to complex demand accounts.

The new CENTRON Bridge also manages and collects up to 40 days of 15 minute interval data from two channels, which enables a range of capabilities. With historical usage data, a utility's customer service department can address bill inquiries, eliminating the lengthy and costly bill reconciliation process. Customers also gain greater confidence in the billing process and their bills when questions are answered accurately and in a timely manner.

PRODUCT AVAILABILITY (SINGLEPHASE)

Metrology	Class	Voltage
1S	200	120
2S	200	240
2S	320	120
12S/25S	200	120

PRODUCT AVAILABILITY (POLYPHASE)

Metrology	Class	Voltage
1S	100	120-480
2S	200	120-480
2S	320	120-480
3S	20	120-480
4S	20	120-480
9S (8S)	20	120-480
9S (8S)/36S	20	120-480
45S/5S	20	120-480
12S	200	120-480
12S	320	120-480
16S	200	120-480
16S (14S, 15S, 17S)	320	120-480

What does the CENTRON Bridge offer under the OpenWay environment?

While in OpenWay network mode, the meter is fully compliant with the ANSI C12.19 and C12.22 standards for storage and transport of register data. The CENTRON Bridge provides a secure and reliable open-standards approach to data collection and communications between the meter and network.

In addition, each CENTRON Bridge comes factory-equipped with a ZigBee® radio chip (Smart Energy Profile v1.1) to provide a built-in communications pathway into the home for data presentation, load control and demand response.

CHOICECONNECT MOBILE MODE

Energy Values

- » Up to five energy registers (Max of 4 for Singlephase); kWh delivered, kWh received, kWh net, kWh unidirectional, VAh delivered, VAh received, Varh delivered, Varh received
- » Up to 2 demand values (1 for Singlephase) based on energy values; Max demand, cumulative demand, continuous cumulative demand with a remote reset.
- » For Polyphase, a PF @ Peak Demand can also be returned
- » Two channels of 15-minute interval data with 40 days of data retention; intervals can be retrieved as 15 minute, hourly, daily or single historical read

Time of Use

- » Time of Use rates can be calculated in the meter and retrieved with your Field Collection System (FCS)
- » 24 Year calendar in the meter
 - Can be updated via FCS remotely
- » Seasons (1 to 8 per year)
- » Rates (1 to 4 per season)
- » Events (1 to 32 per season)
 - DST and Holidays

Disconnect/Reconnect service switch operation

- » The CENTRON Bridge (forms 1S, 2S, 12S, and 25S) is available with a 200 amp remote disconnect/reconnect switch that can be operated with your ChoiceConnect applications

Tamper Detection

- » Tamper indications are included in every communication received by the ChoiceConnect applications
- » Tamperers include: inversion, removal, reverse power flow and magnetic (Singlephase only)
- » SiteScan Diagnostics™ with OpenWay Tools

Other Features

- » Event Counters: Volt Hour Threshold Exceeded, RMS Threshold Exceeded, Outage, Demand Reset, Tamperers & Program Changes
- » Date and Time of last power outage
- » Number of Minutes Running on Battery
- » Firmware Versions
- » Configuration Information (Energy and Demand values)
- » Fatal & Non-Fatal errors
- » Ability to schedule a switch from ChoiceConnect to OpenWay mode
- » Ability to switch from OpenWay to ChoiceConnect mode
- » Time synchronization
- » ZigBee radio chip provides access to Consumer Engagement devices such as in-home displays and smart thermostats and others

Security

- » ChoiceConnect security deploys end to end security from the mobile communications systems to the meter through authentication of two-way communications and encryption of meter data

ChoiceConnect Support

- » Approved Reading Devices for Collecting Reads with Basic Security
 - Handheld and Mobile Application Software SCM+ Only
 - MV-RS v8.4.1 or higher
 - Field Collection System (FCS) v2.3 or higher including FCS DC v2.3.10.1 and FCS DC v2.4.8.2
 - Mobile Collection Software v3.4 or higher
 - Field Deployment Manager (FDM) Work orders v3.3 or higher
 - Field Deployment Manager (FDM) Endpoint Tools Enhanced v3.2 or higher
 - Handhelds and Radios
 - FC300SR: All models along with application software listed above
 - Mobile Collectors
 - MC3 when used with Mobile Collection Software v3.4 and application software listed above.

- DCU-5300-001, DCU-5300-011U, DCU-5300-101U, DCU-5300-111U

- MCLite when used with application software listed above.

- Only: DCU-5000-001, DCU-5000-002, DCU-5000-002U, DCU-5000-102U, DCU-5000-002DL, DCU-5310-201

- » Approved Reading Devices for Performing Advanced AMR Commands

- Handheld and Mobile Application Software:

- Field Collection System (FCS) v2.7 or higher

- Mobile Collection Software v3.7 or higher

- Itron Security Manager v3.0 or higher

- Field Deployment Manager (FDM) FDM work orders v3.6 or higher

- FDM Endpoint Tools Enhanced v3.6 or higher

- Handhelds and Radios:

- FC300SR: All models along with application software listed above.

- Mobile Collectors:

- MC3 when used with Mobile Collection Software v3.7 and application software listed above.

- DCU-5300-001DL, DCU-5300-001DLU, DCU-5300-011DLU, DCU-5310-001, DCU-5310-011, DCU-5310-011U

- MCLite when used with application software listed above.

- DCU-5000-002DL, DCU-5310-201

SPECIFICATIONS

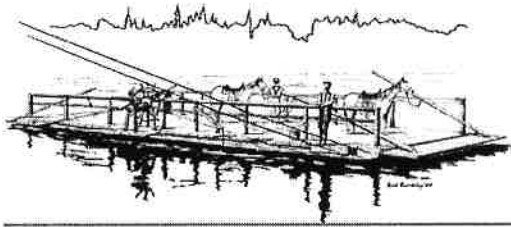
Technical Data

Meets applicable standards:

- » ANSI C12.1 - 2001 (American National Standard for Electric Meters - Code for Electricity Metering)
- » ANSI C12.18 - 1996 (American National Standard - Protocol Specification for ANSI Type 2 Optical Port)
- » ANSI C12.19 - 1997 (American National Standard - Utility Industry End Device Data Tables)
- » ANSI C12.20 - 2002 (American National Standard for Electricity Meters-0.2 and 0.5 Accuracy Classes)
- » ANSI C12.22 - (consult ANSI electricity metering protocol standards, balloted version)
- » ANSI/IEEE C62.45 - 1992 (Guide to Surge Testing on Low-Voltage AC Power Circuits)
- » IEC 61000-4-2
- » IEC 61000-4-4

Reference Information

- » OpenWay CENTRON Meter Specification Sheet
- » OpenWay CENTRON Polyphase Meter Specification Sheet
- » OpenWay CENTRON Meter Technical Reference Guide
- » Hardware Specification Form



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: November 1, 2019

RE: Deaton Tree Trimming Services

The Electric Department would like to contract with Deaton Tree Trimming Service to conduct tree trimming along city electric line corridors. All work is anticipated to occur while weather allows and to be completed prior to the end of the year.

A professional services contract has been prepared and approved by the city Attorney. Staff is recommending that Council authorize the Mayor to sign the attached contract with Deaton's LLC for a total contracted amount not to exceed \$20,000.00 without prior approval.

Please let me know if you have any questions.

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF BONNERS FERRY, a political subdivision of the state of Idaho, herein "ENTITY" and KENDALL DEATON, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work: Power line tree trimming which includes providing a three man crew, chipper, and aerial lift.

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications. Specifications and scope of work as shown in attached proposal.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the project by December 31, 2019.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per Attachment 1 in an amount not to exceed \$20,000 without prior approval by Council.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2019.

ENTITY:

CITY OF BONNERS FERRY

By: _____
David Sims, Mayor

ATTEST:

Christine McNair, Clerk

CONTRACTOR:

By: Kendall Deaton
Kendall Deaton

Its: _____
Owner

WITNESS:

Form and content approved by Andrakay Pluid as attorney for the City of Bonners Ferry on November 5, 2019.

Deaton's

2019 Rate Sheet

Deaton's

366 S Sagle Road

Sagle, ID 83847

(208) 304-2556

e-mail: deatonstrees@yahoo.com

Bucket Truck with Two Men

(Certified Line Clearance Specialist & Groundsman)

\$167/ hrs. worked

Chipper Truck & Chipper

\$27.00/ hr. (for equip.)

Ground Crew

\$40.00/ man hr.

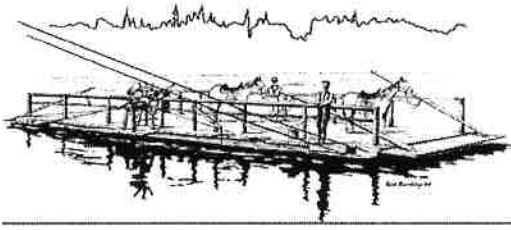
Climbers

\$67.00/ man hr.

These charges include all equipment and supplies needed to fulfill our part of the work. There may be a move in fee for any move over 50 miles.

Kendall Deaton

208.304.2556



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: November 5, 2019

RE: **Computer Arts, Inc. 2019/2020 Contract**

The attached contract for the fiscal year from CAI has been presented to the City for consideration. The new contract represents a 5% increase from the last year's contract, with the hourly rate jumping from \$71.00/hour to \$75.00/hour and the base rate of 300 hours jumping from \$21,300 to \$22,500.

The previous contracts had us contracted to pay mileage one-way from Sandpoint and meal expenses to CAI that will no longer be billed to the City under the new contract terms. In 2018/19 this totaled around \$4,800.

I would recommend authorizing the Mayor to sign the contract with CAI for an annual purchase of 300 hours, totally \$22,500.00.

Please let me know if you have any questions.



COMPUTER ARTS, INC. MASTER IT Services Agreement

THIS IT SERVICES AGREEMENT (the "Agreement") is entered into as of the November 1st, 2019 (the "Effective Date") by and between COMPUTER ARTS, INC. ("CAI"), an Idaho corporation with its principal offices located at 320 SW 5th Ave, Meridian, Idaho 83642 hereinafter referred to as "CAI" and City of Bonners Ferry, with its principal offices located at 7232 Main Street, Bonners Ferry, Idaho hereinafter referred to as ("CUSTOMER").

IN CONSIDERATION of the mutual terms, covenants and conditions contained herein, the parties mutually agree as follows:

1. DEFINITION OF SERVICES

CAI is a full IT service organization that provides a variety of computer IT services to multiple CUSTOMERS. Under the terms and conditions of this AGREEMENT, Customer shall have unrestricted access to CAI support personnel during normal business hours (8:00am-5:00pm M-F) for any IT computer related issue. After hours support (5:00pm-8:00am M-F, Holidays and Weekends) is available "as-needed" and shall be billable at the "after hour" support rate as specified in this addendum. CAI agrees to make regular visits to Customer's place of business, as deemed necessary by CAI and Customer to maintain adequate system operations. Computer Arts agrees to make every reasonable effort to provide Customer with timely and acceptable IT solutions and services. An example of support services may include any or all of the following:

- Technology planning assistance
- Bid and purchase assistance
- Hardware installation, setup and troubleshooting
- Building infrastructure services (such as cabling recommendations and specifications)
- Education & training
- Project management
- Routine maintenance
- Network diagnostics & support
- Internet, Intranet, routers, firewalls and other security devices
- Third party software installation, configuration

2. AGREEMENT TERMS

The parties hereto agree that CAI will provide IT technical support services to CUSTOMER as hereinafter outlined. Unless this Agreement is otherwise amended, said services shall include, but are not limited to the following:

A. SUPPORT USAGE

Customer shall have reasonable access to CAI PC/Networking personnel as defined in this agreement for any IT support issue. For typical support services, reasonable response time is expected to be within one (1) business day for normal operations or within four (4) hours for emergency response. Acceptable methods of support shall be through the use of the following:

- Help Desk Telephone support. (Toll free 800 number access to CAI headquarters)
- Computer-to-computer or network-to-network secure communications (VPN).
- On-site service at Customer's computer site.

NOTE – ON-SITE and VPN support requires security authorization and access to Customer's premise equipment by Customer to CAI support personnel. Additional security and communication equipment may be required.

B. SCHEDULING

CUSTOMER shall be responsible for defining the service that is required and to establish a scheduled time with CAI technicians on an "as needed/as-available" basis. Customer shall designate a point of contact to prioritize and track work orders. CAI technicians shall work with this individual closely to ensure that timely service is being provided.

1. On-site services shall be available during normal business hours from the time of 8:00am to 5:00pm Monday through Friday during the terms of this AGREEMENT excluding holidays and weekends.
2. CUSTOMER shall have access to a 7x24x365 toll free number for "After Hours" emergency support. This support shall be provided as requested and shall be subject to availability of CAI resources. This support and any associated expenses shall be invoiced separately at the "After Hours" rate specified in addendum A.
3. CAI personnel shall be allowed a reasonable lunch break while working on-site not to exceed one hour.
4. Under certain circumstances such as personal emergencies, illness, scheduled company meetings, scheduled vacation etc... CAI personnel may be unable to be on-site; CAI will notify CUSTOMER at least by 8:30am of the scheduled day to make arrangements for replacement personnel or to postpone the scheduled visit as agreed upon by both parties.
5. Under certain circumstances, CUSTOMER may need to change a scheduled visit. CUSTOMER shall notify CAI at least 8 hours in advance.

C. HARDWARE SUPPORT AND SALES

CAI agrees to assist CUSTOMER at their request with the support of hardware systems, by both working with CUSTOMER and the manufacturer (if necessary) to get the hardware/software operational or by helping CUSTOMER find other qualified support assistance. As certain hardware models tend to change frequently, CAI will not be responsible for selling or supporting any discontinued manufacture hardware. CAI agrees to assist Customer in purchasing "known brand" hardware by making best in class recommendations. CAI may provide quotes to Customer as requested by Customer. Payment terms for any hardware purchases from CAI shall be NET Twenty (20) days.

CAI will provide CUSTOMER with support for hardware by performing the following functions:

1. **HARDWARE PURCHASES** Computer hardware purchasing decisions shall remain at the sole and exclusive discretion of CUSTOMER. However, CUSTOMER may consult with CAI prior to ordering or purchasing any significant computer or network hardware in order to:
 - a. Ensure compatibility with existing and planned computer hardware and software;
 - b. Maintain consistent purchasing procedures within the Customer's environment;
 - c. Provide a hardware and software environment in which CAI is able to fulfill its responsibilities under this agreement.

CUSTOMER acknowledges that computer hardware purchased without consultation with CAI, or contrary to recommendations from CAI, may limit the ability of CAI to fulfill its responsibilities under this agreement and agrees to hold CAI harmless for any such inability in the event that such purchases are made.

2. **HARDWARE SUPPORT** Hardware support is hereby extended to include assistance in the installation and configuration of PC/Networking hardware for use by CUSTOMER. This includes, but is not limited to, the connection of PCs and peripheral devices to a PC network.

CUSTOMER agrees to allow CAI the ability to access their network via a Virtual Private Network (VPN). This will provide a secure environment to enable CAI to perform both diagnostic and administrative service remotely. Month to month reoccurring internet charges will be the responsibility of the CUSTOMER.

CUSTOMER agrees to designate a central point of contact for CAI network technicians. This person shall assist in scheduling, work load supervision and coordinating as needed. This person will be responsible for prioritizing requests to be serviced by CAI technician. These requests will need to be approved by management in order to insure completion.



COMPUTER ARTS, INC. MASTER IT Services Agreement

D. PHYSICAL AND LOGICAL ACCESSIBILITY

CUSTOMER agrees to supply CAI personnel with all appropriate and necessary access to CUSTOMER's premises, network, and computer equipment and any other areas or resources as necessary in order for CAI to satisfy the terms of this agreement.

E. PROJECT PLANNING AND BUDGETING ASSISTANCE

CAI will assist CUSTOMER with computer planning and budgeting and will meet and work with CUSTOMER as may be reasonably necessary. Further, CAI will participate and assist as requested in any current projects being managed by CUSTOMER's existing IT staff.

F. CONSULTING

CAI agrees to provide CUSTOMER with computer consulting services, including but not limited to long-range computer planning studies, cost projections, scheduling, new applications evaluations, facilities planning, etc., as requested by CUSTOMER.

G. SECURITY

CAI will provide CUSTOMER with procedures and instructions necessary to maintain adequate system security and to copy and secure data files and software. CUSTOMER shall authorize CAI personnel to appropriate sensitive areas of computer hardware, software, networking etc... necessary to satisfy the terms of this agreement.

CAI agrees that all PC/Networking support technicians shall complete an approved security background check. In addition, each CAI support employee shall comply with the Idaho State Police security authorization protocols. Each CAI PC/Networking technician shall comply with all CAI security and policy procedures as outlined by the CAI personnel manual.

H. OTHER SERVICES

CAI will provide CUSTOMER with such other and further computer-related services as agreed to by both parties. If additional technicians are required from time to time on special projects, within reason the CUSTOMER will be responsible for any additional travel expenses incurred. This Agreement may be amended in any written form, as deemed necessary, and agreed upon, by both parties to reflect such other services.

3. WRITTEN NOTIFICATION OF ADDITIONAL COMPUTER CONTRACTS

CUSTOMER agrees to provide CAI with written notification prior to contracting for computer support services from firms or individuals other than CAI during the term of this Agreement, excepting there from:

- A. Computer products or services provided to CUSTOMER by the United States Government, or the State of Idaho, or any agencies or sub-divisions, or sub-contractors thereof.
- B. Hardware repair services from vendor or third-party.

4. SERVICE RATES & PRICING

Customer may select the number of "Pre-Paid" service hours required and the associated guaranteed rate as specified in Addendum A to this Agreement. CAI agrees to provide service at this guaranteed rate up to the number of hours selected. Any unused PC/Networking hours of the contracted amount within one year of execution of this agreement shall be forfeited and payment for these hours will be due in full. Any PC/Networking hours used above and beyond the annual contracted amount by the Customer shall be billed monthly at the standard "Non Pre-Paid" rate as specified in Addendum A to this Agreement.

- A. CUSTOMER may purchase network services support from CAI on a guaranteed hourly rate. Rates are listed in Addendum A to this agreement. CUSTOMER agrees to pay all invoices in full within net thirty (30) days of service unless otherwise noted in an addendum to this agreement. Should the CUSTOMER default in payment, the CUSTOMER shall be assessed late penalties and interest at current rates. Should collection be referred to a collection agency, the CUSTOMER shall be responsible for all reasonable collection charges and pay all costs, expenses and all reasonable legal costs incurred by CAI, for the purpose of collection of payment.
- B. CAI shall guarantee all rates quoted in the Contract Addendum A for a period of approximately twelve (12) months. Any rate changes may be adjusted annually at time of contract renewal.
- C. CUSTOMER shall be invoiced monthly for services and related expenses provided.
- D. Any hours used beyond the initial contracted amount as specified in Addendum A by the CUSTOMER will be billed monthly at the additional hours used rate stated in Addendum A of this agreement.
- E. "After Hours" charges and expenses will be billed separately on a monthly basis at the rates specified in Addendum A.
- F. Any other additional charges such as hardware purchases, supplies or other materials will be billed monthly to CUSTOMER as charges are incurred.
- G. Travel Expenses shall include "actual" expenses and the standard mileage rate allowable by the IRS unless otherwise notified in an addendum to this agreement.
- H. Travel Time one way from the nearest CAI support office shall be billed at the rate specified in Addendum A.

5. TRAVEL ON BEHALF OF CUSTOMER

- A. Travel Expense: Expenses that occurs on behalf of CUSTOMER, including but not limited to the costs of meals (or per diem), lodging and transportation (plane, rental cars and other transportation modes).
- B. Approval of Travel: When CAI is requested to complete tasks that may incur travel expenses in accordance with the affixed Travel Expense table, CAI shall first submit the travel request to CUSTOMER for approval prior to said travel expenses incurred. CAI will furnish estimated costs of travel including, lodging, meals and transportation and purpose of travel in a form acceptable to CUSTOMER. Approval of travel shall come from either the Mayor or City Administrator or his/her designee prior to any charges being incurred or billed to the City. Payment of unapproved travel will be at CUSTOMER discretion.
- C. Itemized invoice: All invoices associated with any approved travel expenses shall be itemized and submitted to the CUSTOMER for payment. CUSTOMER is not responsible for any travel expense that are not itemized and/or include items that are non-billable (see Non-billable below).
- D. Non-billable: CUSTOMER will only be billed for items associated with direct travel and as identified within the attached addendum hereto. CUSTOMER will not be billed for any items containing alcohol, drugs, or activities not directly associated with approved travel.

6. WARRANTY & REMEDIES

- A. CAI will not provide any additional warranties on Equipment beyond that of the Manufacturer warranties unless otherwise specified.
- B. EXCEPT AS OTHERWISE PROVIDED HEREIN, CUSTOMER ACCEPTS AND AGREES THAT SERVICES OR SUPPORT AS PROVIDED BY CAI, INCLUDING (WITHOUT LIMITATION) NETWORKING SUPPORT, PC SUPPORT AND OTHER IT SERVICES AS CONTRACTED, ARE "AS-IS" AND WITH ALL FAULTS ACCEPTED, WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. NO DEALER, AGENT OR EMPLOYEE OF CAI IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS SECTION. CAI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SERVICES, SUPPORT, OR MATERIALS PROVIDED BY CAI OR CAI'S AUTHORIZED DESIGNEE. CAI EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY ACCEPTS SUCH DISCLAIMER OF ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF INTELLECTUAL PROPERTY RIGHTS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERMISSIBLE DURATION. MOREOVER, IN NO EVENT SHALL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE.



COMPUTER ARTS, INC. MASTER IT Services Agreement

C. Limitation of Liability.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CAI SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (i) FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS); (iii) FOR ANY MATTER BEYOND CAI'S REASONABLE CONTROL. TO THE EXTENT THAT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IS PROHIBITED BY LAW, ANY SUCH PROHIBITED LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO CUSTOMER.

D. Indemnification.

Customer shall defend, indemnify and hold harmless CAI and each of its officers, directors, employees and agents and the owner of the intellectual property herein licensed (collectively the "Indemnified Parties") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, including, but not limited to, all reasonable costs and expenses incurred arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit that an Indemnified Party may suffer based upon Customer's acts or omissions or upon any breach of any representation, warranty, undertaking or other obligation of Customer under this Agreement.

7. INSURANCE COVERAGE

CAI shall maintain insurance coverage as follows:

- A. Worker Compensation & Employer's Liability – Travelers Insurance Company - Policy #UB9J799744, 10/01/18 - 10/01/19
- B. General Liability and Property Coverage – Travelers Insurance Company, Policy #3702K2145, term -- 3/15/18 – 3/15/19, General Liability Limit is \$2,000,000.
- C. Automobile Liability – Travelers Insurance Company, Policy #3340H9092 – term 3/15/18 – 3/15/19, liability limit is \$1,000,000.

- 8. This Agreement shall be in effect upon execution of this agreement and shall remain in effect for not less than twelve (12) months, after which time this Agreement may be terminated and canceled by either party upon ninety (90) days written notice. This agreement automatically supersedes any prior related agreements between CAI and CUSTOMER except as documented in an addendum to this agreement. CUSTOMER agrees to pay to CAI all sums due and owing as of the date of termination.

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of CAI and CUSTOMER and their respective successors and assigns. This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written agreements. This Agreement cannot be modified orally and can only be modified by a written instrument mutually agreed upon and executed by all parties to this agreement.

CUSTOMER acknowledges that it has read and understands this Agreement and any attachments hereto, and agrees to be bound by their terms, and further agrees that they are the complete and exclusive statement of the agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties relating to this service. If either party breaches this Agreement, it agrees to pay the prevailing party's reasonable attorney's fees, court costs and litigation expenses incurred in the enforcement of this Agreement.

IN WITNESS WHEREOF:

CUSTOMER

1	_____	
Signature		Date
2	_____	
Signature		Date
3	_____	
Signature		Date

COMPUTERARTS, INC.

	11/1/2019
Signature	Date
Mitch Cromwell	
Printed Name	
CEO	
Title	



**ADDENDUM A
To
"MASTER IT Services Agreement"**

This addendum takes effect November 1st, 2019 and supersedes all other Addenda to the "Master IT Services Agreement". It shall remain in effect for the period of 12 months. IT Service Fees described in this addendum shall be provided by Computer Arts, Inc. ("CAI") to Customer ("City of Bonners Ferry") by CAI Service personnel and/or other CAI staff as necessary. Other individual services or a combination of services are available on a per-hour basis at the Customer's discretion and may incur additional fees by separate agreement.

Prepaid IT Service Rates	Guaranteed Hourly Rate
101-500	\$75.00
501+	\$65.00
After Hours or Emergency (5:00pm-8:00am MST, M-F, holidays, No Prepaid Hours Business Hours & Prepaid less than 101 hours	\$155.00
No Prepaid Hours - After Hours or Emergency	\$205.00

Fiscal Year 2016-2017 Purchased	Fiscal Year 2017-2018 Purchased	Fiscal Year 2018-2019 Purchased	Fiscal Year 2019-2020 Recommended
0	300	300	300

Guaranteed Hours Calculation for new Fiscal Year

Select Number of hours to purchase	
Multiply by guaranteed rate (see chart above)	
New annual IT Services Contract Price	

Travel Expenses associated with on-site IT Services

Travel Time	\$65.00 per hour per Technician
Travel Expense Mileage	Actual IRS allowed rate, currently \$0.58 per mile
Travel Expenses (Lodging, Transportation, Perdiem)	Actual Costs

***** NOTES**

- Travel Time and Mileage will not be billed for normal weekly visits as long as the technician resides in or near Bonner Ferry.
- Travel Time and Mileage will be billed should the need for travel on behalf of the city arise (i.e. Driving to another city for parts or to setup remote access, etc.) or if the need for a technician from another office is required, as stated in master agreement.

Summary of Payment terms:

- CUSTOMER shall be invoiced for the total contract amount in equal quarterly payments for the term of this AGREEMENT.
- Any unused hours of the contracted amount within one year of execution of this agreement shall be forfeited and payment for these hours will be due in full.
- Any hours and/or expenses used above and beyond the initial contracted amount by the CUSTOMER will be billed monthly at the "Non pre-paid" rate of this addendum.
- Any hours and applicable expenses requested and serviced as "After Hours" shall be invoiced separately at the "After Hours" rate of this addendum.
- CUSTOMER is responsible to pay in full for all hours used for the billing time period.
- Equipment, supplies or other materials shall be invoiced at date of delivery and are due upon receipt for their portion of payment. Multiple invoices may be generated based upon delivery schedule.
- The terms for payment shall be net thirty (30) days of the invoice date. If payment is not received within the terms specified, penalties and interest will apply.
- Travel Expenses and travel time will be billed monthly at the standard mileage rate allowable by the IRS plus actual expenses as specified in the table above.


CUSTOMER

1 _____
Signature Date

2 _____
Signature Date

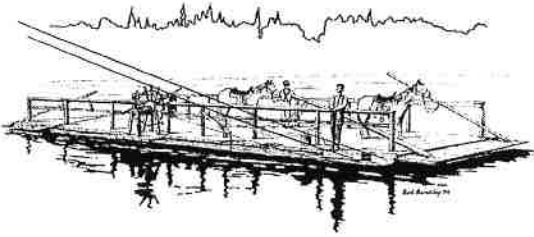
3 _____
Signature Date

COMPUTER ARTS, INC.

 _____ 11/1/2019
Signature Date

Mitch Cromwell
Printed Name

CEO
Title



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

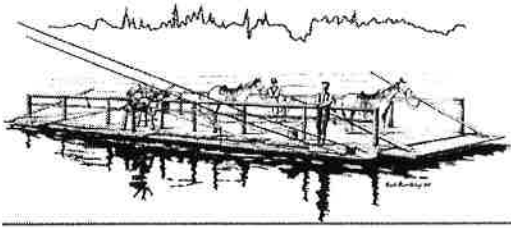
TO: Mayor David Sims and Bonners Ferry City Council
FROM: Andrakay Pluid, City Attorney
RE: Internet Services Partnership

Mayor and Council,

The City has learned of some partnerships taking place in other communities wherein private internet services providers are partnering with public entities to provide internet to the public entities' utility customers. Staff would like to discuss whether the Council would be interested in exploring such a partnership to provide internet services to City electric users (in and outside of city limits).

At this point, staff would like gauge Council's interest in staff preparing a Request for Proposals packet on such a partnership. If interested, staff would bring a draft RFP back to Council for approval before potentially seeking RFPs from providers.

Please let me know if you have any questions.



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

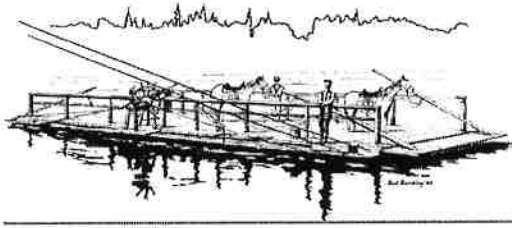
FROM: Lisa Ailport, City Administrator

DATE: November 1, 2019

RE: **Seasonal Winter Employee – Streets Dept.**

Staff proposes to hire “On-Call” winter time assistance when plowing or other intermittent work is needed. The hope of using the on-call help would be to reduce general fund account drain when the Streets department would request help from either the Water/Sewer Department and/or the Electric Department.

It is my recommendation that Council approve position for on-call winter time assistance for the Streets Department with an hourly rate of \$15/hourly.



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: November 1, 2019
RE: High 5 Expenditure Request- GROW and Golf Course signage

The following projects are recommended by staff for funding with the City's High 5 CTG funds.

1. GROW-Little Free Garden Project = \$2,499.30

Project Summary: GROW (Gardeners for Regional Organic Wellbeing), partnering with UI Extension, is requesting a small grant proposal for additional Little Free Gardens. There are 7 additional businesses interested in sponsoring a Little Free Garden next year, in addition to the 22 businesses who have them currently. GROW will provide the materials listed below to the business. The additional money is anticipated to allow another 20 gardens to be placed throughout the community.

Little Free Garden Grant			
Item	Cost	Number	Total
Garden Registration	\$33.50	12	\$402.00
Raised bed containers	\$85.00	12	\$1,020.00
Topsoil	\$8.00	60	\$480.00
Fill soil	\$35.00	3	\$105.00
Plant starts, seed	\$2.75	120	\$330.00
Road fabric liner	\$13.50	10 ft	\$13.50
Tomato cages	\$1.65	12	\$19.80
Gas	\$3.00	35	\$105.00
Signage	\$2.00	12	\$24.00
		<i>Total</i>	\$2,499.30

2. Bonners Ferry- Golf Course signage = \$300.00

Purpose: The City Staff would like to order banner signage for the club house and the banner pole area to marketing that kids play free with paying adult at the course. We anticipate being able to secure at least two 3x8 foot banners to display.

Projects		Amount Funded	High 5 Grant Remaining	Leveraged Funds
Starting Funds			\$252,000.00	
1	City Pool	\$60,000.00	\$192,000.00	\$150,000.00
2	City Incidentals/Mark Fenton	\$7,436.09	\$184,563.91	
3	Bike/Ped Plan	\$10,000.00	\$174,563.91	\$15,000.00
4	U of I Extension- summer	\$2,500.00	\$172,063.91	
4	BOCO Backpack	\$5,000.00	\$167,063.91	\$40,000.00
5	High School X-Country Trail	\$10,000.00	\$157,063.91	
6	High School Cardio Equip.	\$23,239.00	\$133,824.91	\$2,000.00
7	Boundary County- Skate Rink	\$41,744.00	\$92,080.91	\$25,000.00
8	City- Pedestrian Counters	\$2,280.00	\$89,800.91	
9	Boundary County Library	\$1,350.00	\$88,450.91	
10	Bike Racks	\$2,518.04	\$85,932.87	
11	Splash Pad	\$45,777.00	\$40,155.87	\$10,000.00
12	Little Free Gardens	\$2,500.00	\$37,655.87	
13	BOCO Backpack	\$710.00	\$36,945.87	
14	Bike Rodeo	\$300.00	\$36,645.87	
15	9B Trails- Rivers Park	\$2,500.00	\$34,145.87	
16	City of Moyie Springs	\$15,000.00	\$19,145.87	\$5,000.00
17	U of I Extension-Friday Friends	\$1,500.00	\$17,645.87	
18	Mt. Hall - trail	\$600.00	\$17,045.87	\$2,200.00
18A	Mt. Hall-trail	\$1,000.00	\$16,045.87	
19	Mt. Hall Gaga Pit	\$1,284.88	\$14,760.99	
20	Valley View	\$2,300.00	\$12,460.99	
21	Naples Gaga Pit and soccer goals	\$3,215.32	\$9,245.67	
23	<i>GROW- Little Free Gardens</i>	<i>\$2,499.30</i>	<i>\$6,746.37</i>	
24	<i>City of Bonners Ferry</i>	<i>\$300.00</i>	<i>\$6,446.37</i>	
	Totals	\$245,553.63	\$6,446.37	\$209,200.00

**Italics= not yet approved by City Council*

KIDS GOLF

FREE

With Paid Adult



MIRROR LAKE GOLF COURSE

