

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
August 20, 2019
6:00 pm**

PLEDGE OF ALLEGIANCE

GUEST

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 July 23, 2019 Special Council meeting minutes, August 5, 2019 Special Council meeting minutes, August 6 Council meeting minutes
4. Treasurer's Report

OLD BUSINESS

NEW BUSINESS

5. City – Consider Proposal for Visitor's Center Sign from Carolyn Testa {action item}
6. City – Consider Memorandum of Understanding with the Idaho Department of Labor for the Visitor's Center (attachment) {action item}
7. City – Consider Professional Services Contract with Panhandle Area Council for a New Urban Renewal District (attachment) {action item}
8. City – Consider Participation Agreement with the Urban Renewal Agency for a New Urban Renewal District (attachment) {action item}
9. City – Consider Contract with Andrakay Pluid for Legal Services for Fiscal Year 2020 (attachment) {action item}
10. Pool – Consider Contract Extension for Task Order #2 from Panhandle Area Council for the Pool Project (attachment) {action item}
11. Electric – Consider Engagement Letter with McAloon Law for Bond Services (attachment) {action item}
12. City – Consider Maintenance Agreement with DataTel (attachment) {action item}

ADJOURNMENT



MEMO

To: Bonners Ferry Mayor, City Council, and City Administrator
From: Clare Marley, AICP, Contract Planner
Date: August 15, 2019

Re: **Planning update**

Land Use Activity:

The request for de-annexation of lands along Waterfront Lane at the most easterly edge of the Bonners Ferry city limits has been submitted to the City for processing. This item was brought to City Council's attention at the July 16th regular meeting. Staff will review the application and obtain comments from affected agencies prior to scheduling to City Council for formal action.

The City received two "voluntary plats" for review and processing. One is the Riverside Auto/Hiatt Family reconfiguration of existing platted lots and unplatted parcels to form three lots. The second is the plat to complete the Gerald Higgs annexation, which combines newly acquired acreage with a lot within Marx 3rd addition to form one new lot. Since city subdivision law does not require boundary line adjustments be replatted (filed as subdivision lots), these are considered voluntary. City and county staff have reviewed the plats for consistency with Idaho Code and platting practices. The plats will eventually be presented to City Council to authorize the signatures of the mayor and clerk.

Planning and Zoning Commission:

The Commission reviewed the directives from the City Council's July 16th meeting regarding the urban farming/livestock ordinance. Based on the discussion, the Commission directed planning staff to prepare an ordinance to carry out the Council decision and prepare the item for a September 19th public hearing. The draft ordinance is attached, and contains language to:

- Add "community gardens" as a use in all zones;
- Amend "domestic livestock" definition to remove allowance for "other grazing animals," swine, rabbits, poultry, and domestic birds and clarify "female chickens only," all subject to zoning standards and only allowed in the Residential B zoning district;
- Remove from the Residential B standards a confusing reference to health district or "commission" approval of "housekeeping" measures and add a reference to Animal Control standards at city code 5-3A-6;
- Prohibit livestock feeding operations (such as stockyards);
- Prohibit the keeping of "intact" male livestock, bulls, stallions, rams, buck or roosters;
- Increase the acreage from ½ acre to 1 acre for keeping livestock in Residential B and reduce the allowed number of animals based on respective animal units;
- Cap the number of chickens at 12 in the B zone, regardless of animal units
- Remove all previous draft amendment allowances for livestock in A and AA zone.

Parking standards:

At the last meeting, the Commission reviewed the current city parking standards, discussed constraints on downtown business improvements and reconstruction projects, such as the recent Catholic Church building. The group reviewed the standards from five other Idaho cities and American Planning Association suggested parking standards. They found Bonners Ferry's church parking standards were up to 2 to 2½ times higher than the standards of the sample cities. They also examined the Sandpoint parking standards change, which eliminated the parking standards in the downtown core. The Commission will continue discussion on potential adjustments to parking standards at the next meeting, which may include:

- Reductions or elimination of parking minimums in the Downtown commercial zone and whether that is a logical move based on available parking and potential commercial floor space;
- Deductions for non-public parts of the building, such as storage areas, mechanical rooms, etc.
- Adjustments to minimum number of parking stalls where the city requirements are higher than sample and suggested numbers, such as dining rooms, multi-family housing, churches;
- Adjustments to multi-family parking based on bedroom numbers;
- Shared and public parking options.

Training:

The Commission reviewed conflict of interest and ethics in government standards of Idaho Code, and how these standards affect their participation on the Commission.

**MINUTES
SPECIAL CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
July 23, 2019
6:00 pm**

Mayor Sims called the Special Council meeting of July 23, 2019 to order at 6:00pm. Present for the meeting were: Council President Rick Alonzo, Council Members Valerie Thompson, Adam Arthur and Ron Smith. Also present were: City Administrator Lisa Ailport, Clerk/Treasurer Christine McNair and Water/ Sewer Superintendent John Delaney.

1. City – Workshop to Discuss Fiscal Year 2020 Budget

Mayor Sims said the enterprise funds will be discussed tonight. Christine said she added a three percent cost of living increase and an eight percent increase for the health insurance, there were minimal changes to all enterprise funds. Merit and base rate raises were discussed for five employees. The group reviewed the budgets for the enterprise funds and requested additional information for the next budget meeting.

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

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

Entered into executive session at 6:38pm

Executive session ended at 7:27pm with no action taken

ADJOURNMENT

The meeting adjourned at 7:27pm

**MINUTES
SPECIAL CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
August 5, 2019
6:00 pm**

Mayor Sims called the Special Council meeting of August 5, 2019 to order at 6:00pm. Present for the meeting were: Council President Rick Alonzo, Council Members Valerie Thompson, Adam Arthur and Ron Smith. Also present were: City Administrator Lisa Ailport and City Clerk/Treasurer Christine McNair.

1. City – Workshop to Discuss Fiscal Year 2020 Budget {action item}

Mayor Sims said the items left to discuss are wage increases. The power plant wages were discussed. It was decided the power plant wages will increase by the three percent cost of living adjustment.

Rick Alonzo moved to increase Andrakay's salary up to \$68,000 per year per her request, adjusting her split to 40% general fund, 20% electric, 20% water and 20% sewer. Ron Smith seconded the motion. The motion passed with all in favor.

Lisa and Christine's wages were discussed. Ron Smith moved to increase Lisa and Christine's wages three percent plus the three percent cost of living adjustment. Rick Alonzo seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Adam Arthur – no, Valerie Thompson – no, Mayor Sims – yes.

The golf course roof was discussed. Lisa said Bruce looked at the roof and said it needs to be replaced down to the tar paper. Mayor Sims said he believes it will be less than \$10,000. Mayor Sims wants to get quotes from a roofing company. Mayor Sims wants to add that to this current year's budget (FY19). It was decided to estimate \$15,000 for the roof repair.

ADJOURNMENT

The meeting adjourned at 6:50pm.

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
August 6, 2019
6:00 pm**

Mayor David Sims called the Council meeting of August 6, 2019 to order at 6:00 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Valerie Thompson and Ron Smith. Also present were: City Administrator Lisa Ailport, City Engineer Mike Klaus, City Attorney Andrakay Pluid, City Clerk/Treasurer Christine McNair, Fire Chief Dave Winey and Economic Development Coordinator Dennis Weed. Members of the public present were: Jessica Tingley, Craig Kelson, Elsie Hollenbeck, Jerry Higgs, Denise Crichton, Summer MacDonald, Eric Lederhos, Matt Surprenant, Brion Poston and Loretta Hunsaker.

PLEDGE OF ALLEGIANCE

GUEST

PUBLIC COMMENTS

Jerry Higgs said he was concerned about comments made at the last Council meeting, when an appointed official said they will not enforce the ordinances. Mayor Sims said Jerry may have misunderstood the statement that was made and is willing to speak with Jerry after the meeting.

REPORTS

Fire Chief Dave Winey said there have been two false calls in the last two weeks. Everything is running smooth.

City Administrator Lisa Ailport said the pool is closing August 10, 2019. This is due to lifeguards going back to school, sports practices starting and the fair responsibilities. Elite Roofing will look at the golf course roof tomorrow and possibly provide a quote. The equipment for the splash pad arrived yesterday, after the pool closes, the installation will begin. The bathhouse will also be updated this fall.

City Engineer Mike Klaus said a rotting tree on Second Street was removed. There is a problem with the sewer system near Second Street, which may require another tree to be removed. The Street Department widened the corner on Chippewa Street.

Economic Development Coordinator Dennis Weed said there have been a lot of visitors stopping at the Visitor's Center. Dennis has been working with a lot businesses over the last few weeks. There will be a big event September 23, 2019 regarding drugs in the workplace.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the July 16, 2019 Council meeting minutes

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

OLD BUSINESS

NEW BUSINESS

4. City – Discuss Building Use Agreement with the Department of Labor for the Visitor's Center {action item}
Mayor Sims said the Department of Labor (DOL) is closing the office in Bonners Ferry. Mayor Sims said the Visitor's Center would be dedicated to the Department of Labor on Mondays, Tuesdays and Fridays. Summer MacDonald said all of the equipment they will be using will now be mobile. Wednesdays they will be in Moyie Springs, Thursdays they will be in Naples. Last day in their current building will be September 17, 2019. Valerie asked if there was a reduction in staff with this change. Summer said there was not. Mayor Sims asked

Andrakay what type of agreement will be needed. Andrakay said a space use agreement. Summer said the DOL is working on a memorandum of understanding that will be presented to Council. Rick Alonzo moved to enter into an agreement with the Department of Labor to conduct business at the Visitor's Center. Ron Smith seconded the motion. The motion passed with all in favor.

Mayor Sims moved item #12 to #5.

5. City – Discuss Vision Statement {action item}

Mayor Sims said he felt it would have a stronger affect as part of a vision statement than a declaration. Craig Kelson said he is pleased that the City is willing to have this as a vision statement. Elsie Hollenbeck said she is very appreciative to have it as a vision statement and it seems very inclusive. Valerie is happy that the sexual orientation and gender identity are included in the statement. Adam likes it, but it feels generic. Rick asked if this will be the new vision statement or in addition. Mayor Sims said it will be in addition to the current vision statement. Valerie Thompson moved to add to the vision statement "The City of Bonners Ferry is an inclusive city that welcomes all people, regardless of race, religion, Rick Alonzo seconded the motion. The motion passed with all in favor.

6. Electric – Consider Joint Pole Use Agreement with EL Automation (attachment) {action item}

Mike said the City has three joint pole use agreements with Frontier, Fat Beam and EL Automation. Mike said this is the same contract as Fat Beam. Eric Lederhos recommended requiring record drawings. Lisa suggested a change to letter T. Mayor Sims said it might be hard for a design professional to say it was installed to The City of Bonners Ferry standards. Council decided to leave the agreement as initially written. Adam Arthur moved to approve the joint pole use agreement with EL Automation. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

7. Street – Consider Storm Drain Repair on Second Street (attachment) {action item}

Mike said this is a temporary fix, which will cost approx. \$5,000. Mayor Sims said to fix it properly would require an upgrade to a 12" pipe as well as curb and gutter. Mayor Sims said the trees are close to the sidewalk and may need to be removed for the project. Mayor Sims said it may be possible to make the larger fix an Urban Renewal project. Rick asked how big of a section will be replaced. Mike said ten feet. Valerie Thompson moved to authorize staff to move forward with KG & T for Second Street storm drain repair work for the quoted price of \$5,000. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

8. Water – Consider Budget for Dakota Street Well House Construction (attachment) {action item}

Mike said he has had a few meetings with the Department of Environmental Quality (DEQ) and they seem to be in agreement with the proposed structure. Mike said the building estimate was difficult due to the intricate designs involved. Total estimated cost for the project is \$310,000. Mayor Sims said he talked to Mike to make sure since this building is in a residential area not to make it just a concrete block building. Mike said he will provide pictures prior to finishing the structure. Rick asked the timeline for this project. Mike said he believes the building will be closed in before the end of the year. Ron Smith moved to authorize staff to construct the Dakota Street well house at an estimated expense of \$310,000 including City labor. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

9. Water – Consider Purchase of Hydraulic Modeling Software (attachment) {action item}

Mike said with a hydraulic model the City could simulate fire flow. The model can show flows, pressures and friction losses. Initial cost \$2,420.00 with an \$845.00 yearly maintenance fee which allows updates to the model. Mayor Sims it is helpful in commercial buildings. Adam asked if it can simulate pipe size. Mike said it can. Rick Alonzo moved to purchase the hydraulic modeling software for \$2420. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

10. Sewer – Consider Authorization to Solicit Quotes for Lift Station #1 Replacement (attachment) {action item}

Mayor Sims said this is the only lift station on the north side. Mike said it was construction before the Libby Dam was built. This pump is not a good pump for all of the debris that enters the pump. This project cannot be built until DEQ approves it. Valerie Thompson moved to authorize to solicit quotes for lift station #1 replacement. Rick Alonzo seconded the motion. The motion passed with all in favor.

11. City – Consider Proposed Budget for Fiscal Year 20 and Publication of Proposed Budget for Fiscal Year 20 {action item}

Mayor Sims said this is just authorizing publication of the proposed budget. Adam Arthur moved to approve the proposed budget for fiscal year 2020 and the publication of the proposed budget. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo - yes, Ron Smith – yes

12. City – Consider 2019 Beverage License for BABA LLC Pending Payment and Receipt of Proper Documentation (attachment) {action item}

Mayor Sims said this is old Taco Bell location. Christine said we have received payment and their State license, but have not received the County's license yet. Rick Alonzo moved to approve the 2019 beverage license for BABA LLC pending payment and receipt of proper documentation. Ron Smith seconded the motion. The motion passed with all in favor.

13. City – Discuss Vision Statement {action item} moved to #5

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

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

Entered into executive session at 6:57pm.

Executive session ended at 7:18pm with no action taken.

ADJOURNMENT

The meeting adjourned at 7:18pm.

**Memorandum of Understanding
City of Bonners Ferry**

The City of Bonners Ferry ("Community Outreach Affiliate" or "COA") has agreed to allow the Idaho Department of Labor ("IDOL"), an agency of the State of Idaho, to use office space as defined below, without monetary or other consideration, to assist IDOL with its outreach programs to the community.

1. COA, by providing such Space, will assist IDOL in providing an access point to job services and other IDOL programs to supplement and enhance access by job seekers and employers to those services and programs.
2. IDOL's use of such Space will be at the pleasure of COA, with the understanding that if COA desires to no longer allow IDOL to use such Space, it will use its best efforts to give reasonable advance notice to IDOL.
3. Examples of services that IDOL may provide through use of COA's Space include: assistance with resume writing and job applications, assistance with unemployment insurance benefits applications, conducting mock interviews, creating and maintaining connections to community resources, and providing other Workforce Innovation and Opportunity Act ("WIOA") program services. In addition, IDOL will continue to serve community businesses with listing job postings, collecting applications, making connections to resources, and assisting with recruitment.
4. The Space that Community Outreach Affiliate hereby allows IDOL to use for these purposes is defined as follows:

Name or entity:

City of Bonners Ferry

Physical address of Space:

Bonners Ferry Gateway Visitors Center

6373 Bonner St.

Bonners Ferry, ID 83805

Description of room or other areas that IDOL may use:

Upstairs meeting room

5. The parties expect that the general periods of use of the Space by IDOL will be:
Monday, Tuesday, Friday 8:00 a.m. to 5:00 p.m. (Excluding holidays)
6. IDOL may bring with it, to set up and use in the Space during these periods, necessary equipment and furnishings, including without limitation: laptop computers with built in broadband cards for internet connection, cellular telephones, mobile printers, paper shredders,

and promotional and legal advisory materials (that will not be affixed to any walls without COA's prior approval).

7. COA agrees to provide IDOL, and/or allow the use of, bathroom facilities within COA's building generally available to its employees, and the following equipment and furnishings:

Tables and chairs typically kept in the meeting room.

8. COA agrees that IDOL, in its promotional materials and other announcements to publicize the availability of services at the Space for the uses described herein, may use COA's name, address, and physical address and other descriptions of the location of the Space. In addition, IDOL may use the logo of the COA; provided, however, that IDOL must affix any trademark or service mark symbol to such logo as requested by COA.

9. COA understands that IDOL, in its use of the Space, must comply with:

a. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I- financially assisted program or activity;

b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

10. COA agrees that it will not deny access to its building or the Space to any individuals described in Sections 9 above, and will comply with all applicable laws protecting such individuals from discrimination.

11. Nothing in COA's offering of the use of the Space to IDOL to assist with community outreach, or the use of such Space, or any provision herein, shall be construed as creating a joint venture, partnership, other business entity, or agency relationship between COA and IDOL, or as creating any endorsement by either party of the activities or business of the other party.

12. Neither party to this understanding assumes any responsibility for the other party for the consequences of any act or omission of such other party or any third party, including

without limitation acts or omissions resulting in injury to persons or damage to property caused by the negligence on the part of the other party, its employees, its agents, or its officers. IDOL has no responsibility and/or liability for any actions of COA's employees, agents, and/or assignees.

[enter legal name of entity]

Dated: _____

By: _____

Title: _____

Kellye Sharp _____
Idaho Department of Labor

Dated: _____

IDOL Area Manager

PROFESSIONAL SERVICES CONTRACT
between
The City of Bonners Ferry and Panhandle Area Council

This Contract is entered into this 14th day of August, 2019 by and between the City of Bonners Ferry, herein referred to as "CITY", P.O. Box 149, Bonners Ferry, Idaho 83805, and Panhandle Area Council, 11100 N. Airport Drive, Hayden, Idaho, 83835, herein referred to as the "CONTRACTOR," Witnesseth:

WHEREAS, the CITY intends to create by resolution an Urban Renewal District (URD) on the South Hill (West), and

WHEREAS, CITY desires to engage the CONTRACTOR in certain services related to the development of a URD; and

WHEREAS, it is deemed to be in the best interest of the CITY to enter into an agreement with the CONTRACTOR as hereinafter provided; and

NOW, THEREFORE, the parties hereto do mutually understand and agree as follows:

1. **EMPLOYMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide the services described in Attachment.
2. **EMPLOYEE-EMPLOYER RELATIONSHIP.** The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY by the terms of this contract. It is understood by the parties hereto that the CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of the CITY for purposes of tax, retirement system, or social security (FICA) withholding.
3. **CONTRACTOR'S INSURANCE.** The CONTRACTOR warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder
4. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect on August 1, 2019. The consulting services to be performed by the CONTRACTOR, including the creation of the eligibility report, feasibility study and urban renewal plan for remediation of the deteriorated area, will be completed no later than September 30, 2019.
5. **SCOPE OF SERVICES.** The Consulting Scope of Services is as set forth in the ATTACHMENT A, which by this reference is made a part hereof.
6. **COMPENSATION.** For satisfactory completion of consulting services to be provided under this Contract, including the creation of a feasibility study and urban renewal plan, the CITY agrees to pay the CONTRACTOR a sum not to exceed Five Thousand Dollars (\$5,000.00) billable at the rate of \$75.00 an hour. Additional expenses including mileage, copies, fax and postage will be

covered by the CONTRACTOR. Upon written request, the CITY shall make progress payments to the CONTRACTOR based on work performed.

7. **CONFLICT OF INTEREST.** The CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the City of Bonners Ferry, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest occur during the performance of this contract, it will be disclosed and managed according to the wishes of the parties.

8. **MODIFICATION AND ASSIGNABILITY OF CONTRACT.** This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign it rights (including the right to compensation) or duties arising hereunder without the prior written consent of the CITY. Any subcontractor or assignee will be bound by all the terms and conditions of this Contract.

9. **TERMINATION.** The CITY or the CONTRACTOR may terminate this contract in whole, or in part, with thirty (30) days written notice to the other party. The CONTRACTOR shall be entitled to receive payment for those services reasonably performed to the date of termination.

10. **NONDISCRIMINATION.** The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

11. **REPORTS AND INFORMATION.** The CONTRACTOR will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or its authorized representative and will be retained for three years after the expiration of this Contract.

12. **ACCESS TO RECORDS.** It is expressly understood that the CONTRACTOR'S records relating to this Contract will be available during normal business hours for inspection by the CITY, and, when required by law, representatives of the State of Idaho.

13. **CONSTRUCTION AND VENUE.** This Contract will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the First Judicial District in and for the County of Boundary, State of Idaho.

14. **INDEMNIFICATION.** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the CONTRACTOR'S performance of this Contract except for liability arising out of concurrent or sole negligence of the CITY or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the CITY against any and all claims, demands, damages, costs, expenses or

liability arising out of the CONTRACTOR'S performance of this Contract except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents or employees.

15. **LEGAL FEES.** In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

16. **SPECIAL WARRANTY.** The CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The CONTRACTOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this contract. Any such activity by the CONTRACTOR shall make this contract null and void.

17. **ATTACHMENT.** Attachment A "Scope of Services" is attached hereto, which by this reference is made a part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

PANHANDLE AREA COUNCIL

CITY OF BONNERS FERRY

BY: _____
Lloyd W. 'Wally' Jacobson
Executive Director

BY: _____
David Sims
Mayor

DATE: _____

DATE: _____

ATTEST: _____

ATTEST: _____

ATTACHMENT A

PANHANDLE AREA COUNCIL

SCOPE OF SERVICES FOR THE CITY OF BONNERS FERRY

CITY AND PLAN DEVELOPMENT SERVICES - CONSULTING

1. Provide guidance and technical assistance to the CITY in the development of an Urban Renewal District (URD) for South Hill (West).
2. Coordinate with the CITY's Urban Renewal Agency (AGENCY), designated Attorney, Engineer and Planner in the development of the URD.
3. Attend all AGENCY Board of Commissioners, CITY and planning meetings as appropriate.
4. Provide information and act as a resource to the AGENCY, proponents and City officials as appropriate
5. Coordinate and consult with governments and agencies affected by the creation of the URD, including meetings with all elected or appointed officials of each governmental agency as needed. The coordination of these partnerships begins with contract award.
6. Preparation of an eligibility report on the deterioration found by and to be adopted through the Bonners Ferry City Council.
7. Preparation of a feasibility study to include all elements required to prove the ability of the AGENCY to remedy the deterioration, and a timeline for the remediation.
8. Preparation of an Urban Renewal Plan (PLAN) to address all the issues involved with the AGENCY's strategy for remediation of the deteriorated area and present the PLAN to the Board of Commissioners of the AGENCY and the CITY.
9. On behalf of the AGENCY, submit the PLAN, Ordinance and metes and bounds description to Boundary County and the State Tax Commission for approval.

**PROJECT SPECIFIC CITY PARTICIPATION AGREEMENT
URBAN RENEWAL DISTRICT STARTUP COSTS**

THIS AGREEMENT is made and entered into by and between the following entities: the City of Bonners Ferry (“Bonners Ferry”), an Idaho municipal corporation and the Bonners Ferry Urban Renewal Agency (“BFURA”).

WHEREAS BFURA is an independent public body, corporate and politic, and is an Idaho urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29, as amended and supplemented, hereinafter collectively referred to as the Act; and

WHEREAS Bonners Ferry intends to duly form and adopt an Urban Renewal Plan and create the a new Bonners Ferry Urban Renewal District, hereinafter referred to as the Plan and the District; and

WHEREAS Bonners Ferry wishes to receive reimbursement for costs to develop the Plan and create the District,

THEREFORE, the Parties agree as follows:

1. **Effective Date:** The effective date of this Agreement shall be the last date of execution and this agreement shall continue until all obligations of each Party are completed or until the termination of the Plan, whichever shall first occur.
2. **Development of the Plans and Creation of the District:** The City agrees to pay for the development of the Plans and creation of the District, as depicted in Exhibit A, attached hereto and included by this reference, estimated to cost Five Thousand Dollars (\$5,000.00), including fees to Panhandle Area Council to create the District and for associated operational costs of the Agency. BFURA agrees to reimburse said funds upon receipt of its first available tax increment from improvements within the District. BFURA shall not subordinate this reimbursement for any other cost. The City shall notify BFURA if its costs exceed Five Thousand Dollars (\$5,000.00), when an amendment to this agreement will be constructed.
3. **Transferability:** This Agreement shall be binding upon the Parties and their respective heirs, executors, administrators, successors and assigns. The obligations herein shall not be transferrable without the mutual consent of the Parties.
4. **Miscellaneous.**
 - a. **No Partnership.** This Agreement does not establish a partnership or joint venture relationship between the Parties.

- b. **Severability:** If any provision of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, then the remainder of the document or instrument in which such provision is contained and any of the other documents shall not be affected thereby but instead shall be enforceable to the maximum extent permitted by law.
- c. **Attorney Fees:** In the event litigation is commenced by a Party to enforce or interpret any provision herein, or to collect any amount due under this Agreement, the prevailing party in such litigation shall be entitled to receive, in addition to all other sums and relief, its reasonable costs and attorneys' fees, whether incurred in arbitration, in preparation for trial, in any appeal or review, or in any proceeding in bankruptcy.
- d. **Counterpart Execution:** This Agreement may be executed in any number of separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- e. **Default.** No Party shall be in default of any covenant or condition of this Agreement unless written notice of the default is provided to that Party and said default is not cured within ten (10) days in the event of a monetary default or within thirty (30) days in the event of a nonmonetary default. Written notice shall be delivered at the following addresses or otherwise as the Parties specify:

If to Bonners Ferry:

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

If to BFURA:

Board of Commissioners Bonners Ferry Urban Renewal PO Box 149 Bonners Ferry, ID 83805	Will Herrington Attorney at Law P.O. Box 9462 Moscow, ID 83843	John Austin Panhandle Area Council 11100 N. Airport Dr. Hayden, ID 83835
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- f. **Alternative Dispute Resolution.** The Parties agree that in the event that there is a disagreement or dispute over the terms and provisions of this Agreement, including reimbursement submittals, that the Parties will mutually submit the disagreement or dispute to non-binding mediation utilizing a mediator mutually agreeable to the Parties, with the Parties jointly sharing the costs of the mediation.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY DISPUTES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have set their hands effective the last date written below.

BONNERS FERRY URBAN RENEWAL AGENCY, an Idaho urban renewal agency

By: _____,
Chairman

Date: _____

CITY OF BONNERS FERRY, an Idaho municipal corporation

By: _____,
Mayor

Attest: _____,
Clerk

Date: _____

EXHIBIT A

Description of Project for BFURA – Startup and Operating Costs

Description of Project:

To develop an urban renewal plan as required by law for the creation of a new urban renewal district and revenue allocation area, including the creation of a district map by metes and bounds description, and all resolutions and ordinances required to adopt the Plan and create the District, plus associated costs to operate the Agency until such time as tax increment flows to the Agency.

The proposed project budget is as follows:

1- Study of Deterioration (PAC)	\$2,000.00
2- Urban Renewal Plan (PAC)	\$2,000.00
3- Operating Costs	\$ 500.00
4- Contingency	<u>\$ 500.00</u>
Total	\$5,000.00

ATTORNEY EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2019, by and between the CITY OF BONNERS FERRY, (hereinafter "CITY"), a municipal corporation of the State of Idaho and ANDRAKAY J. PLUID, (hereinafter "ATTORNEY"), regarding general legal representation.

The parties agree as follows:

1. **ATTORNEY SERVICES:**

- a. **CITY MEETINGS:** ATTORNEY agrees to attend a minimum of twenty (20) City Council meetings in each calendar year. If ATTORNEY is unable to attend a regularly scheduled meeting she shall make all reasonable efforts to provide Council with a minimum of twenty-four (24) hours advance notice.
- b. **OTHER MEETINGS:** ATTORNEY agrees to attend other evening meetings that require attorney presence at the specific request of the Mayor or Council. CITY shall make all reasonable efforts to provide at least forty-eight (48) hours advance notice prior to said meetings and ATTORNEY shall make all reasonable efforts to attend. If ATTORNEY cannot attend she will inform CITY promptly.
- c. **SCOPE OF REPRESENTATION (CRIMINAL):** ATTORNEY and CITY agree that representation involves the prosecution and enforcement of the laws of the State of Idaho and Bonners Ferry City Code which are no greater than a misdemeanor. All expenses incurred relating to the prosecution of cases for the CITY including, but not limited to, expert witnesses, extraordinary materials, and any outside opinions or assistance will be paid by the CITY. Approval of City Council shall be given prior to ATTORNEY incurring extraordinary expenses.
- d. **SCOPE OF REPRESENTATION (CIVIL):** ATTORNEY shall review all documents of a potentially legal nature and prepare such documents as requested. Documents contemplated may include, but is not limited to, contracts, agreements, bid specifications, resolutions, ordinances, and ordinance summaries, as requested by the CITY. CITY agrees to give ATTORNEY reasonable notice on drafting requests and review requests.
- e. **LIMITATIONS ON REPRESENTATION:** ATTORNEY and CITY agree that the representation is limited to general advice and document review or drafting regarding civil matters relating to the municipal matters of the CITY and to responsibilities as the prosecuting attorney for the CITY. Representation does not include civil actions initiated or defended by the CITY in any court. Both parties agree that any additional representation necessitates the hiring of outside counsel or an amendment to this

agreement in writing between the ATTORNEY and CITY. It shall be in the sole discretion of the ATTORNEY to inform and advise the CITY that the scope of representation has been reached and that outside counsel or an amendment to this agreement is required. ATTORNEY shall make this determination in good faith.

- f. **QUALITY OF SERVICES:** ATTORNEY shall make best efforts to provide the quality legal services necessary to meet the CITY'S needs. ATTORNEY will perform all duties assumed under this agreement in accord with the standards of professional conduct in the legal profession. In accordance with such standards, time is of the essence in performance of the terms of this agreement. ATTORNEY shall maintain good standing with the Idaho State Bar Association and keep her legal license current and valid at all times while representing the CITY.
2. **NON-EXCLUSIVITY:** This agreement shall not be deemed exclusive; the CITY may hire additional legal counsel when specific expertise is required and ATTORNEY is free to represent other clients, providing that other representation does not ethically or legally conflict with representation of the CITY. ATTORNEY may maintain another office location outside of City Hall for the purpose of meeting with and serving other clients.
3. **COMPENSATION AND TERMS:**
 - a. **EMPLOYMENT STATUS:** ATTORNEY shall be classified as an employee of the CITY. Standard federal and state employee payroll taxes shall be withheld and paid by the CITY on behalf of the ATTORNEY.
 - b. **MONETARY COMPENSATION:** This Agreement shall include a salary of Sixty-Eight Thousand Dollars (\$68,000.00) per year. Salary is to be paid every two (2) weeks in accordance with the CITY payroll schedule.
 - c. **BENEFITS:** ATTORNEY shall receive, as part of her compensation package, family medical coverage under the CITY'S medical benefits program for employees (Blue Cross of Idaho). ATTORNEY and CITY shall also continue to make contributions to ATTORNEY'S PERSI account in the legally mandated amounts.
 - d. **LEGAL RESEARCH MATERIALS:** CITY shall pay for the costs of a legal research program subscription (WestLaw Next or similar) for legal research services in support of the CITY as contemplated in this Agreement.
 - e. **ADMINISTRATIVE SUPPORT:** CITY shall provide ATTORNEY with paralegal/secretarial support as practicable. CITY shall cover costs of all supplies used in the normal operation of this contract including office supplies or materials, telephone, internet and fax services, and computer.
 - f. **CONTINUING LEGAL EDUCATION AND TRAVEL:** The CITY agrees to cover the cost of or reimburse ATTORNEY for the cost of travel and meal

expenses, continuing legal education, or special workshops approved in advance by the CITY and in accordance with the policies of the CITY.

- g. **TIME COMMITMENT**: ATTORNEY and the CITY agree that the compensation package described herein denotes a time commitment by ATTORNEY of approximately one thousand and forty (1,040) hours yearly or roughly twenty (20) hours per week.
 - h. **AVAILABILITY**: ATTORNEY shall be available by telephone and/or in person to promptly advise CITY staff, personnel, and officials. ATTORNEY will make reasonable efforts to establish a schedule for time spent within her office at City Hall on a weekly basis. ATTORNEY shall make reasonable efforts to comply with this schedule and will promptly inform CITY staff if she cannot be present at a scheduled time.
 - i. **RECORD KEEPING**: ATTORNEY shall maintain records regarding time spent on CITY matters and shall provide said accounting to CITY upon request.
4. **INSURANCE**: CITY agrees to insure against any claims made against ATTORNEY for services provided within the course of her employment or for services performed under this contract. The CITY will provide a defense for ATTORNEY to any third party action in the same manner and to the same extent as provided for attorneys pursuant to Idaho Code § 6-903.
5. **TERM OF CONTRACT**:
- a. **TERM**: The term of this Agreement shall be one year from the date of signing by both parties and shall automatically renew and continue on the same terms and conditions unless modified or terminated.
 - b. **EARLY TERMINATION**: Either party may terminate the Agreement with thirty (30) days written notice. Termination by the CITY shall require a majority vote of City Council pursuant to Bonners Ferry City Code § 1-7-3.
 - c. **CONTINUING TERMS**: At the completion of the term stated in this Agreement if a new agreement has not been renegotiated between the CITY and ATTORNEY, the terms of this Agreement shall remain in effect until such time as a new agreement is reached.
 - d. **RENEGOTIATION**: Each year the Mayor and ATTORNEY shall engage in renegotiation of this Agreement before such time as the upcoming yearly budget is established and published according to law. If a satisfactory agreement cannot be reached the above provision shall apply until such time as a new agreement is reached. If a new agreement satisfactory to both parties cannot be reached by October 1st of the year, the ATTORNEY may withdraw from representation of the CITY.
 - e. **WITHDRAWAL**: ATTORNEY may withdraw with CITY'S consent or for good cause from any legal representation. Good cause includes: CITY'S material breach of this agreement, CITY'S refusal to cooperate with or

follow attorney's advice in any circumstance or situation that would render ATTORNEY'S continuing representation unethical or unlawful under the Idaho Rules of Professional Conduct.

6. **PUBLIC OFFICIAL**: ATTORNEY shall be a public official functioning as the City Attorney.
7. **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.
8. **DISPUTE RESOLUTION**: ATTORNEY agrees that she will not bring suit against the CITY concerning events arising out of the performance of this Agreement except for non-payment of compensation as stipulated to in this Agreement or for intentional wrongful conduct which harms the ATTORNEY. The CITY'S right to recover against the ATTORNEY shall be limited to causes of action related to intentional conduct adverse to CITY'S interest or to ATTORNEY'S failure to perform duties assumed under this Agreement.
9. **NON-WAIVER**: 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.
10. **ENTIRE AGREEMENT**: This is the entire Agreement of the parties and can only be modified or amended in writing by both parties.
11. **SEVERABILITY**: If any part of this Agreement is held unenforceable, the remaining provisions of the Agreement shall nevertheless remain in full force and effect.

IN WITNESS THEREOF, the CITY, by and through its officers, and the ATTORNEY have set their respective hands on this Agreement the day and year first set forth above.

CITY OF BONNERS FERRY:

ATTORNEY:

David Sims, Mayor

Andrakay Pluid

Attest:

Christine McNair, City Clerk



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: August 16, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: Panhandle Area Council (PAC) - Pool Project - Contract Extension for Task Order #2

The City's contract with Panhandle Area Council (PAC) for grant administration services for the pool project has expired. Since the project will not be complete until late this fall, I recommend that the Council authorize the Mayor to sign the attached Amendment #2, that extends the contract until December 31, 2019.

Please contact me with any questions you may have.

Thank you,

Mike

AMENDMENT #2

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

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

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

NEW END DATE: December 31, 2019

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

PANHANDLE AREA COUNCIL

CITY OF BONNERS FERRY

BY:  _____

BY: _____

Lloyd W. Jacobson, Executive Director
Printed Name/Title

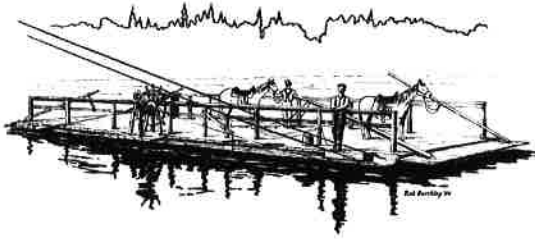
David Sims, Mayor
Printed Name/Title

9/14/19
Date

Date

 _____
Attest

Attest



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: August 16, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: Electric Department - Bond Council for Spillway Project

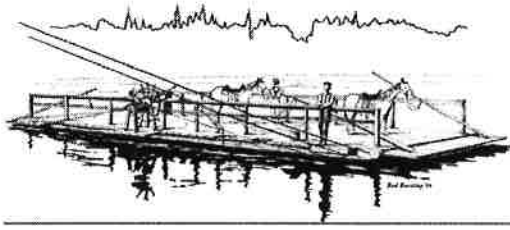
Based on discussion at the Council meeting of August 13, 2019, staff has requested a proposal from McAloon Law for bond counsel services related to rehabilitating the spillway at the Moyie Dam.

I anticipate that the proposal will be received early next week, just prior to the Council meeting of August 20, 2019, for your consideration.

Please contact me with any questions you may have.

Thank you,

Mike



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: August 16, 2019
RE: Datatel Maintenance/Service Plan

Datatel was the firm hired by the City to design, program and install our new phone system. Once installed the phone system came with a 1-year service plan that has recently expired. It is important to keep a service plan with Datatel for technical assistance as well as day-to-day assistance.

Datatel currently offers two service plan options which are summarized below:

Option A – Annual Maintenance Plan \$1,895.00 or Quarterly payments of \$474.00

The Maintenance Plan covers all labor travel and materials for remedial maintenance on your complete system Monday - Friday 8 to 5 pm including unlimited free programming (see attached summary sheet).

If your system should go down which houses the voice mail we will replace both if needed under the plan.

If you have a telephone that is bad we will come over and bring you another one-get you back up and going and it is all included in your plan.

If you have a dead line or static we will come over assess the issue, if it is your dial tone provider we will call them to come over and fix the issue or if it is a module in your switch that is bad we will replace it under your maintenance plan.

We are the only telecommunications Company in the Valley that offers discounts on labor and travel for billable orders such as run cable, add jacks, purchase additional telephones, connect telephone lines; connect fax machines.

Option B – Remote Support Plan - \$895.00 and Quarterly plan for \$224.00.

This Remote Support plan would include Unlimited Free Programming Changes and Mailing you a good working phone with a no charge return shipping label so you could mail us back the bad phone after you received a good one.

Maintenance



*Who can keep your communications systems running smoothly 24/7?
That's exactly what DataTel has been doing for over 50 years.*

Here are a few of our features and benefits

Virtually all of our maintenance agreements are specific to individual customers. To learn more about our services or to create an agreement specific to your needs, please call a DataTel representative.

PRIORITY SERVICE SCHEDULING

Our Maintenance customers receive priority scheduling over a "billable" customer with the same service needs (i.e. their system is down, there is a power outage, or any other work that needs to be scheduled).

\$10.00 TRAVEL DISCOUNT FOR ANY ADD, MOVE OR CHANGE

If you ADD any equipment, like new phones, headsets, or cards, to your current telephone system, or MOVE any equipment to a new location or within the same building, or CHANGE systems, you will receive a \$10.00 discount on the invoice.

20% LABOR DISCOUNT FOR ANY ADD, MOVE OR CHANGE

If you ADD any equipment, like phones, headsets, or cards, to your current telephone system, MOVE any equipment to a new location or within the same building, or CHANGE your system, you receive a 20% discount on labor.

FREE UNLIMITED PROGRAMING CHANGES

Programming changes on your telephone system, such as changing names, setting up voice mail boxes, ring on the phone or the hold timer, to name a few, are FREE.

WE ACT AS A LIASON BETWEEN YOU AND YOUR LOCAL DIAL TONE PROVIDER

We can analyze line problems to determine if it is a local dial tone provider problem or an equipment problem. Call us first to determine where the problem lies and eliminate any unnecessary charges.

FREE TRAINING

One (1) hour of telephone operation training per calendar year.

FREE DELIVERY

Equipment and accessories delivered free.

For more information on how we can keep your business or organization communicating both externally and internally, please call our Meridian Office at 208-884-4000 or our Twin Falls Office at 208-734-4585.

DataTel Keeping You Connected

