

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.

Vision Statement

Bonnors 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.

AGENDA
CITY COUNCIL MEETING
Bonnors Ferry City Hall
7232 Main Street
267-3105
February 7, 2017
7:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

GUESTS

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/Economic Development Coordinator/Urban Renewal District

CONSENT AGENDA

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approval of January 17, 2017 Council Meeting Minutes and January 19, 2017 Workshop Minutes

OLD BUSINESS

NEW BUSINESS

5. Street – Affirm Mayor's Recommendation to Appoint John Youngwirth as Boundary Area Transportation Team Representative and Lisa Ailport as Alternate (attachment)
6. City – Authorize Mayor to Sign Postage Meter Lease with Mail Finance (attachment)
7. City – Authorize Advertisement for Information Technology/GIS Mapper/Meter Reading Position (attachment)
8. Water/Sewer – Approve Purchase of Flatbed for New Water/Sewer Pickup (attachment)
9. City – Authorize Mayor to Sign Contract with Boundary County for Mapping Assistance (attachment)

10. City – Authorize Mayor to Sign Contract with JUB Engineering for Riverside Street (attachment)
11. Electric/Water/Sewer – Discuss Utility Service Workshop Date
12. City – Discuss Boise State University Visitor Center Proposal
13. City – High Five Grant Update

EXECUTIVE SESSION PURSUANT TO IDAHO CODE 74-206, SUBSECTION 1

- (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;
- (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;
- (c) To acquire an interest in real property which is not owned by a public agency;
- (d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code;
- (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations;
- (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;
- (g) By the commission of pardons and parole, as provided by law;
- (h) By the custody review board of the Idaho department of juvenile corrections, as provided by law;
- (i) To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement; or
- (j) To consider labor contract matters authorized under section 67-2345A [74-206A] (1) (a) and (b), Idaho Code.

ADJOURNMENT

INFORMATION

14. Police – Claim for Damage (attachment)



BATT

Boundary Area Transportation Team
P.O. Box 1418
Bonners Ferry, ID 83805
208-267-3838

LOCAL DESIGNEE FORM

Jurisdiction: City of Bonners Ferry

As the duly elected, or appointed, official of the legal jurisdiction named above existing within Boundary County, Idaho, I hereby acknowledge the purpose and function of the Boundary Area Transportation Team as outlined in its Bylaws.

Furthermore, I hereby appoint the following representative of that jurisdiction to membership on the Boundary Area Transportation Team for 2017.

Representative: John Youngwirth

Alternative: Lisa Ailport

Signature

Date

Jean Diel

From: Clint Wellman <clint@nwmailing.com>
Sent: Wednesday, January 25, 2017 2:37 PM
To: Kris Larson; Jean Diel
Subject: Postage Machine Renewal
Attachments: City of Bonners Ferry-Lease-170125-142502.pdf

Kris/Jean,

I hope both of your days are going good. I attached a copy of the new lease renewal for the new IN360 postage machine. I also pasted a copy of the old lease below for your reference. The contract would just need to be printed, signed, and emailed back to clint@nwmailing.com. We want to renew your lease at the same rate but get you our newest model IN360. It operates the same as your current machine but runs faster and had improvements made to the buttons. Once the lease is signed, I will input the order and it will take about 2-3 weeks for the machine to arrive at our office. Once it arrives our technicians will contact you to schedule an installation date. However, the set up should be quick since it operates like your old meter, and there shouldn't be too much of a learning curve.

Have a blessed day. Thank you

*per phone call Friday Jan 27
To retain same plan
Would like signed before Jan 31*

Section (A) Office Information

Office Number	Office Name	Phone #	Date
974	Northwest Mailing, Inc.	(509) 466-7575	01/25/2017

Section (B) Billing Information

Company Name	City of Bonners Ferry		
DBA			
Billing Address	PO Box 149		
City State Zip+4	Bonners Ferry	ID	83805
Contact Name	Kris Larson	Phone	(208) 267-3105
Contact Title		Fax	
Email Address	klarson@bonnersferry.id.gov	PO #	

Section (C) Installation Information (if different from billing information)

Company Name	City of Bonners Ferry		
Installation Address	PO Box 149		
City State Zip+4	Bonners Ferry	ID	83805
Contact Name	Kris Larson	Phone	(208) 267-3105
Contact Title		Fax	
Email Address	klarson@bonnersferry.id.gov		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IN360WP5	IN360 Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray

Section (E) Lease Payment Information & Schedule

Tax Status: <input checked="" type="checkbox"/> Taxable <input type="checkbox"/> Tax Exempt <i>Certificate attached</i>	Number of Months		Monthly Payment (Plus applicable taxes)
	First	63	\$99.00
Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	Current Lease Number:		
Billing Method: <input checked="" type="checkbox"/> Standard	<input type="checkbox"/> ACH (Customer to submit authorization form)		

Section (F) Postage Meter & Postage Funding Information

Meter Model	IN360AI	Machine Model	IN360WP5
Postage Funding Method: <input type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form)		Postage Funding Account: <input type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input type="checkbox"/> Existing Existing Account Number:	

Service Products (Check all that apply)

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats) <input type="checkbox"/> Online E-Services iMeter™ App (SP30) <input type="checkbox"/> NeoShip BASIC - Requires NeoFunds/TotalFunds (EP70) <input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support
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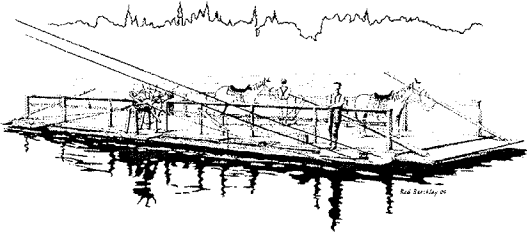
Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initialed here _____.

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerLease-V04-16), which are also available at <http://neopostusa.com/terms/DealerLease-V04-16.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature _____ Print Name and Title _____ Date Accepted _____

Accepted by Neopost USA and its Affiliates _____ Date Accepted _____



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: February 1, 2017
To: City Council
From: Mike Klaus, City Administrator/Engineer
Subject: Advertisement of Information Technology (IT), GIS Mapper, and Meter Reading Position

We have discussed the idea of hiring someone to cover several different duties at the City, that would include IT, GIS, meter reading, and other related work. Currently, the City has a list of unmet needs that could be addressed with this position:

1. In general, I believe it would be a good idea for the City to consolidate *most* of the work listed above so that it would be more efficient, as needs arise in each category. I do recommend keeping Computer Arts onboard as our main source for IT services.
2. City GIS work has not moved forward at a useful pace. An employee with GIS skills could help ensure that the City is moving forward to improve the mapping system for our utilities, streets, and planning and zoning.
3. Computer Arts has helped us greatly, and can remotely help us with many issues. However, it would be very useful to have a City employee that could assist with lower level day-to-day computer needs.
4. This employee could help with some projects that are outside of our typical service contract agreement, such as our need for an upgraded phone system.
5. Right now, we do not have an in-house expert to help maintain the system that connects meter reading to our billing program.
6. A meter reader with GIS skills could help map our utility systems, including meter locations, fire hydrant locations, etc.

Gus Diel, our current meter reader, indicated that he would still be interested in providing back-up services to the City at an hourly rate that is already established in our contract with him. Gus also indicated that he is willing to provide overlap service while a new person is trained.

I recommend advertising this position through the Job Service, Indeed.com, and the AIC website. I also recommend leaving this job open until filled instead of pick a specific deadline. I have attached the draft job description for your review. I am requesting that the City Council allow staff to advertise for this position as described in the attachment.

Thanks,

Mike

Meter Reader / Information Technology (IT) / GIS Mapper

Meter Reading, GIS mapping, and Information Technology (IT) work for the City, with other duties as assigned. The successful candidate will normally work as directed by the City Engineer/Administrator, and must work well with all City staff and be committed to maintaining reliable computer network, phone, and meter reading systems for the City.

EXAMPLES OF DUTIES:

METER READING (50% of time)

- Reads, records and reports water and electric meters using a hand-held meter reading computer, with some manual reading required.
- Reads and records consumer water meters in accordance with an assigned schedule and route; identifies sites for meter reading and develops maps to establish a systematic route;
- Ensures accuracy of readings collected by hand-held receiver as well as manual reads.
- Interacts with customers and addresses questions and resolves complaints; reports abnormal or suspicious meter conditions or usage patterns.
- Interacts and coordinates with billing staff to ensure accurate bills are provided to customers.
- Maintain computer system that interacts with the billing program and Field Collection System (FCS) program.
- Examines meters for signs of tampering and reports inoperative, leaking, malfunctioning, or damaged meters and registers.
- Reports hazards including water leaks and exposed electrical wiring; reports violations of backflow prevention.
- Work with billing staff, water and electric departments, to provide re-reads and door hangers as needed.

GIS / AutoCAD

- Capture GIS data using GPS for download to mapping system.
- Maintain and efficiently catalog City's existing mapping files.
- Create map layouts and views, and generate maps that can be used by City crews, on laptops, tablets, or post to the City's website for public view.
- Utilize existing City GIS and AutoCAD files to create a useful mapping system to be used by all City departments.
- Use AutoCAD to develop construction drawings for City Engineer as needed for City construction projects.

IT / Computer Network/ Phones

The City has a contract IT service provider, and the successful applicant for this position will assist that contractor with the following items:

- Maintain and monitor the successful operation of all city computers, computer network, and phone system.
- Install and configure computer and network hardware operating systems and applications.

- Troubleshooting system and network problems and diagnosing and solving hardware or software faults, and replacing parts as required.
- Setting up new users' accounts and profiles and dealing with password issues.
- Set up equipment for employee use, performing or ensuring proper installation of cables, operating systems, or appropriate software.
- Refer major hardware or software problems or defective products to IT contactor.
- Train employees in the proper use of hardware or software.

OTHER DUTIES AS ASSIGNED

Skills for the following list are not expected necessarily at the time of hire, but potentially part of the employee's future workload:

- Construction observation
- Contract development
- Project management
- Programmed Logic Control (PLC)
- Supervisory Control and Data Acquisition (SCADA) assistance

REQUIRED SKILLS, KNOWLEDGE AND ABILITIES:

Must have a sound administrative background with a desire and aptitude to learn. Significant computer skills are a must. Must be able to work well with people from all backgrounds. Must be able to organize and efficiently track multiple issues. Must also be completely trustworthy with respect to confidential data that must be maintained, typical of a City with a police department and important utility infrastructure.

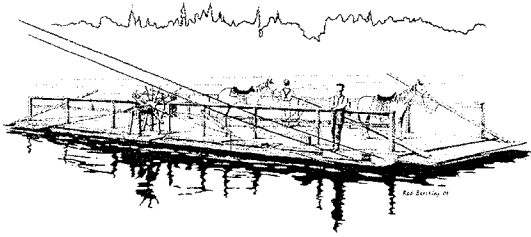
PHYSICAL REQUIREMENTS:

Must possess mobility to work in a standard office setting and to use standard office equipment, including a computer; strength to lift and carry materials and equipment up to 25 pounds; to attend meetings at various sites within the City and away from the City; to inspect various work, building or construction sites; when visiting constructions sites, the incumbent may be required to walk on uneven and slippery surfaces, be exposed to all weather conditions, dust and pollen, noise, and mechanical equipment. Must have a valid Idaho driver's license and be able to climb stairs intermittently throughout the day.

COMPENSATION AND BENEFITS

The pay range is \$18 to \$23 per hour, depending on experience. The benefits include health insurance, life insurance, and PERSI.

This position will remain open until filled



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

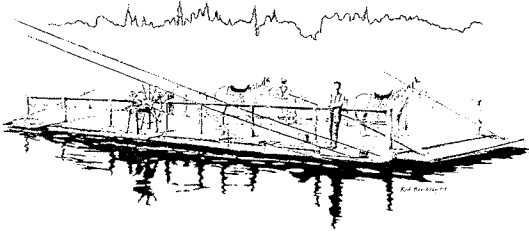
Date: February 2, 2017
To: City Council
From: Mike Klaus, City Administrator/Engineer
Subject: Flatbed for New Water/Sewer Pick-up

New trucks typically do not come from the factory outfitted for utility use. Our new Water/Sewer pick-up will need a flatbed with 3 small utility boxes to be most useful to the department. The cost of the flatbed and boxes is \$4,700. With this memo, I am requesting that the Council approve authorization of that purchase. If you would like more detail, please contact John Delaney at 267-4380 with any questions you may have regarding the proposed purchase.

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

MEMO

TO: City Council

FROM: Lisa Ailport, City Planner

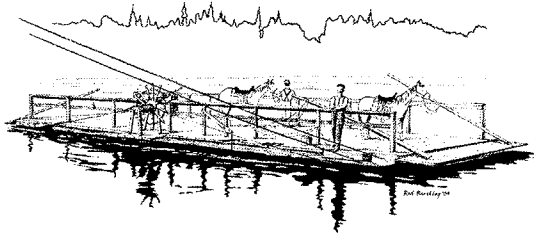
DATE: February 2, 2017

RE: Contract for Mapping Assistance with County

The City has in the past relied on the County GIS/Mapping Department to assist the City with certain mapping needs. For example, the County has assisted the City P/Z Department with radius maps and illustration maps for public hearings. Much of this work was done on an as needed basis and as requested and as a courtesy by Olivia Drake, County GIS/Map. Since our needs have increased and so have our requests, the County has requested time used towards assistance of City functions be compensated at 1.5 times Olivia Drakes hourly rate. A contract has been drafted to allow for the continuation of the County services based on this request.

There is an opportunity for reciprocity between the City and the County to share data, but currently the City has limited resources in being able to produce maps and noticing requirements in accordance noticing and grant requirements. Until such time as the City fills this gap, utilizing the County's resources on limited bases would relieve the pressure when demands are high and resources low.

To accommodate these intermittent needs, utilizing the efficiencies of the County would seem a good use City and resources.



MEMO

CITY OF BONNERS FERRY

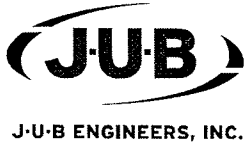
Date: 3 February 2017
To: City Council
From: David Sims
Subject: FLAP grant cost estimate

The application for the Federal Lands Access Program (FLAP) application for Riverside Street requires a construction cost estimate for the project. City staff has requested that we hire an engineering firm to provide the cost estimate to reduce the risk of a cost overrun on the project.

Mike Klaus is recommending that we contract with JUB Engineering to provide the estimate, at a cost not to exceed \$3,000. A draft agreement is attached.

We are requesting that the Urban Renewal Agency cover the cost of the estimate. The Urban Renewal Agency is meeting on February 7 before the City Council meeting to consider the request.

David



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: - -
J-U-B Project Manager: AJH

This Agreement entered into and effective this ___ day of ___ 20___, between ____, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Prepare a Federal Lands Access Program estimate for 0.75 miles of Riverside Street hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: Documents and available information pertaining to the project area including, but not limited to, right-of-way information, environmental information, and project definition and parameters.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1. Name _____ Work telephone _____
Address _____ Home/cell phone _____
_____ FAX telephone _____
_____ E-mail address _____

For J-U-B:

1. Name Angela Comstock, P.E. Work telephone 208-762-8787
Address 7825 Meadowlark Way Cell phone _____
Coeur d'Alene, Idaho 83815 FAX telephone _____
_____ E-mail address acomstock@jub.com

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described as follows (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: Attend a project meeting, site visit and provide a project cost estimate for the proposed project, as described in Attachment 1.

J-U-B's services shall be limited to those expressly set forth above, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the following schedule (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: Provide a draft cost estimate no later than March 3, 2017 for City review; final estimate to be provided by March 16, 2017.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services at J-U-B's standard hourly rates and reimbursable expenses as follows (or as described otherwise in **Attachment 1**, if provided): Not-to-exceed \$3,000. A ten percent administrative fee will be applied to sub-consultant invoices.

Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$_____ to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
 No

Yes *Retainer.* If "YES", the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
 No

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: City of Bonners Ferry Riverside FLAP Estimate

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:

NAME

STREET

CITY / STATE / ZIP CODE

BY (Signature)

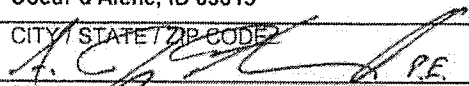
NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
7825 Meadowlark Way

STREET
Coeur d'Alene, ID 83815

CITY / STATE / ZIP CODE


BY (Signature)
A. Jay Hassell, P.E., Area Transportation Manager

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

- Attachment 1** – Scope of Services and/or Schedule and/or Basis of Fee
- Attachment 2** – Special Provisions
- Standard Exhibit A** – Construction Phase Services

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 1/15

J-U-B ENGINEERS, Inc. TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties; CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, and additional costs due to changes in regulation, shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does

not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties

mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

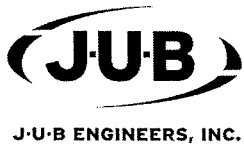
SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SCOPE OF SERVICES

We understand the City of Bonners Ferry (City) wishes to pursue funding through the Idaho Federal Lands Access Program (FLAP) to improve a 0.75-mile segment of Riverside Street on the south side of the Kootenai River which provides access to the Kootenai National Wildlife Refuge in Boundary County. The City will collaborate with the US Fish and Wildlife Service to develop the application and requests J-U-B assist with developing a project cost estimate. The project extent and improvements will be defined through the process of data gathering, concept development, cost estimating and available funding. J-U-B's Services under this Agreement are anticipated to include the following:

- Attend a project kick-off meeting with representatives of the City and USFW to discuss the project and plan the funding application. (5 hours)
- Gather and review documents and information prepared by the City and others which pertain to the project area. (3 hours)
- Conduct a site visit with the City to review site conditions and refine the project's definition. (3 hours)
- Prepare a draft project cost estimate for City review based on City-provided project definition and information regarding anticipated right-of-way impacts, environmental concerns and anticipated improvements. (8 hours)
- Incorporate City review comments on the draft project estimate to develop a final estimate for inclusion in the FLAP application. (3 hours)
- Project setup, invoicing, management, travel expenses will be provided as direct expenses. (2 hours plus mileage anticipated)

NOTICE OF TORT

For Damage or Injury

ATTENTION:

This form is to be completed by the claimant and is a requirement that if used, be presented to and filed with the clerk or secretary of the public entity involved. This form is being provided as a courtesy to assist you in filing your claim. Providing this form to you, is not an admission nor shall it be construed to be an admission of liability or an acknowledgement of the validity of a claim by the political subdivision. Legal requirements for filing claims can be found in the Idaho Code: Title 6, Chapter 9. All claims must be filed promptly and in writing.

Name: Jeffrey A Hoff

Address: PO Box 1482 (189 Banner St. Sandpoint Id 83864)

City: Bonners Ferry State: Id Zip Code: 83805

Address for the Six Months Prior to the Date of the Damage or Injury Occurred:

Home Number: 208 397 1355 Work Number: 208 267 3151 ext 207

Date of Incident: 1-24-17 Time: 0000 (A.M.) or P.M.

Location of Occurrence: Boundary Co Jail Parking

Injuries that Resulted: Ø

Provide a Description of What Happened:
(Please attach any additional information you deem necessary)

Backed In to Front of truck Denting the Bumper
(W. Powell) (R. Elm - Report)

RECEIVED

JAN 30 2017

CITY OF BONNERS FERRY

I hereby certify that I have read the above information and it is true and correct to the best of my knowledge.

I hereby make a claim against City of Bonners Ferry
(a public entity)
for Damage in the amount of Approx 800
(damage, injury, etc.)

If you were injured and you are on medicare/medicaid, please fill out the following as required by 42 U.S. C. 1395.

Date of Birth _____

SSN N/A

Medicare/Medicaid Number _____

Signature: Jeffrey Hoff

Date: 1-30-17

BOUNDARY CO SHERIFFS OFFICE

CASE REPORT - 217CR0000487

Printed 01/30/2017-12:31

By 1235EKSTR

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Sector 7 Level 9

NOT IBR COMPLIANT

NOT REVIEWED

CORE DATA

NOT IBR COMPLIANT

Case Report# 217CR0000487
 Other#
 Master CR#
 Classification
 Ranking
 Reported As ACCIDENT
 Time Reported (WED) 01/25/2017 03:21
 Taken By 1235EKSTR
 Reported How RADIO
 Time of Occurrence To
 Injuries
 Weapons
 Stolen Property\$ Stolen Vehicle\$
 Damaged Property\$ Damaged Vehicle\$
 Scene FIRST AND KOOTENAI ST BONNERS FERRY
 Sector 7
 Premise 13
 Time Dispatched
 Time On Scene
 Time Cleared Scene
 Assigned To BCSO E1403ELAM
 Cleared

MORE CORE

Pattern
 Time-Of-Day
 Weather Condition
 Forms Prepared

MEMBERS

ASSIGNED ELAM ROBERT (E1403ELAM)

NAMES

COMPLNANT BCSO	DOB	SocSec
Address		Home Phone
Employer	Occupation	Work Phone
State#/NCIC# /	Arrest#	Deposed
Gang	ID How/By	

BOUNDARY CO SHERIFFS OFFICE

CASE REPORT - 217CR0000487

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By 1235EKSTR

Page 2

Sector 7 Level 9

NOT IBR COMPLIANT NOT REVIEWED

NAMES (continued...)

OTHER	COWELL, WILLIE	M WN	DOB U	SocSec U
Address	BONNERS FERRY POLICE DEPT	BONNERS FERRY, ID 83805	Home Phone	208-267-2412
Employer		Occupation POLICE OFFICER	Work Phone	
State#/NCIC# /		Arrest#	Deposed	N
Gang		ID How/By		

OTHER	HOFF, JEFFREY ALLAN	M WU 510 235	DOB 12/14/1959	SocSec [REDACTED]
Address	6438 KOOTENAI ST	BONNERS FERRY, ID 838053	Home Phone	
Employer		Occupation DEPUTY SHERIFF	Work Phone	
State#/NCIC# /		Arrest#	Deposed	N
Gang		ID How/By		

VEHICLES

DAMAGED	K525862	ID 17	Value U
Make	DODG 2500	GRY	VIN
Registered To			State-Entry#
Address			NCIC-Entry#
DAMAGED	4607J	ID 16	Value U
Make	15 DODG TK PK	RED	VIN 3C6UR5HJ8FG587349
Registered To	HOFF, JEFFREY ALLAN		State-Entry#
Address	6438 KOOTENAI ST	BONNERS FERRY, ID 838053.	NCIC-Entry#

DISPATCH WRITTEN BY 1235EKSTR ON 01/25/2017

03:22 1235EKSTR> 1506 REQ OPEN A CR FOR ACCIDENT

PRELIMINARY WRITTEN BY E1403ELAM ON 01/25/2017

Synopsis:

On 01/25/2017, at about 0315 hours, I was contacted by Bonners Ferry City Police Sergeant Cowell of a two vehicle, collision that he had been involved in.

Location:

Near the intersection of First Street and Kootenia Street, Located in Boundary County, Idaho.

Narrative:

Sgt. Cowell told me that he backed his unmarked, Bonners Ferry Police Department patrol vehicle from a parking spot that was located at the Boundary County Sheriff's Office. Sgt Cowell told me that he when he applied his brakes, his vehicle slid into the vehicle that was parked on the side of the street, striking the front drivers side of the bumper with the rear passenger side bumper of his vehicle. The vehicle that was struck belonged to Deputy Jeffrey Hoff.

Sgt. Cowell told me that the collision left a dent in the bumper of the parked vehicle. Sgt. Cowell told me that he did not think that the collision was reportable by Idaho Code. Sgt. Cowell asked that I document the collision.

BOUNDARY CO SHERIFFS OFFICE

CASE REPORT - 217CR0000487

Printed 01/30/2017-12:31

By 1235EKSTR

Page 3

Sector 7 Level 9

NOT IBR COMPLIANT

NOT REVIEWED

PRELIMINARY WRITTEN BY E1403ELAM ON 01/25/2017 (continued...)

I photographed the damage to both vehicles.

Closing Statement:

Case closed.

Deputy R. Elam / 1506