

## **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**

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 August 1, 2017 7:00 p.m.**

### **PUBLIC HEARING**

### **PLEDGE OF ALLEGIANCE**

### **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 July 18, 2017 Council Meeting Minutes

### **OLD BUSINESS**

### **NEW BUSINESS**

5. Water – Approve Property Purchase (attachment)
6. City – Discuss Policy for Firearms in Workplace (attachment)
7. City – First Reading Taxicab and Limousine Ordinance (attachment)
8. Water – Approve Purchase of Valve Actuator (attachment)
9. Water – Approve Purchase of Streaming Current Monitor (attachment)
10. Street – Authorize Mayor to Sign Contract with JUB Engineers for Golden Street Repair (attachment)

11. Pool – Discuss Block Grant for Swimming Pool
12. City – Discuss No Smoking Signs in City Parks
13. City – Discuss Special Council Meeting for August 8, 2017

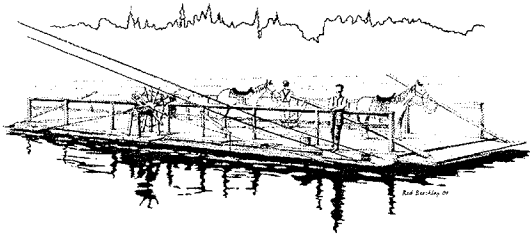
**EXECUTIVE SESSION PURSUANT TO IDAHO CODE 74-206, SUBSECTION 1**

- (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. City – Museum 50 Year Commemorative Observance of the Sundance and Trapper Peak Fires on August 26, 2017
15. Street – Claim for Damage (attachment)
16. Electric/Water/Sewer – Profit Loss Reports (attachment)+



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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Date: July 26, 2017  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: **Dakota St. Well Site - Additional Property**

With this memo, I am requesting that the City Council approve the purchase of the property described in the attached documents. The parcel was recently purchased by Ron Sukenik, and as you can see in his attached letter, he is offering it to the City for \$5,000. That offer expires on August 18, 2017.

Ron provided a map that shows property that the City owns adjacent to his property. The City purchased the adjacent parcels for a well site earlier this year. Purchase of this parcel would provide additional buffer for the well site and would give us more space to locate our future well and wellhouse.

For those reasons I recommend to Council that you approve the purchase of the property in question, through the water department, for \$5,000 plus any associated fees required for the land transfer.

Thank you,

Mike

Ronald & LeAnn Sukenik  
6571 Chippewa Dr.  
Bonners Ferry, ID. 83805

July 26, 2017

**OFFER TO SELL REAL ESTATE**

**TO: THE CITY OF BONNERS FERRY**

**FROM: RON SUKENIK**

**PROPERTY: RP B0240001009A AKA 510 DAKOTA ST. BONNERS FERRY, ID.**

To Mike Klause and the Bonners Ferry City Council,

I would like to take this opportunity to offer this property for sale to the City of Bonners Ferry. While I have not yet marketed it, I feel it would be in the best interest for the City to own it for its water well project.

While the Tax Market value is \$10,230, I would like to offer it only to the City of Bonners Ferry for \$5000.00. This offer is only for the City of Bonners Ferry as it is in the best interest of the community. This offer expires August 18, 2017 at 5:00 pm mst.

Sincerely,

Ron Sukenik





CEDAR

DAKOTA

OAK

FLORIDA

COW CREEK

OAK

GEORGIA

717 CEDAR ST

700 CEDAR ST

640 CEDAR ST

580 CEDAR ST

500 CEDAR ST

420 CEDAR ST

713 CEDAR ST

653 CEDAR ST

577 CEDAR ST

504 OAK ST

501 OAK ST

475 OAK ST

410 OAK ST

391 OAK ST

371 OAK ST

313 OAK ST

275 OAK ST

410 OAK ST

380 OAK ST

26 62N01E

303 FLORIDA ST

254 OAK ST

234 OAK ST

204 OAK ST

35

40

33 Skunk Alley

COBF

COBF

COBF

COBF

501 OAK ST

475 OAK ST

410 OAK ST

391 OAK ST

371 OAK ST

313 OAK ST

275 OAK ST

410 OAK ST

380 OAK ST

26 62N01E

303 FLORIDA ST

254 OAK ST

234 OAK ST

204 OAK ST

35

40

33 Skunk Alley

COBF

COBF

COBF

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Suggested Location: City of Bonners Ferry Personnel Policy, Section VI (Rules of Employee Conduct), subpart G

## FIREARMS IN THE WORKPLACE

In order to ensure a safe work place for the employees of the City of Bonners Ferry as well as the citizens of Bonners Ferry, the City prohibits employees from carrying on his/her person or having at his/her workplace, firearms of any type while the employee is representing the City of Bonners Ferry (i.e. on duty, during regular work hours, and/or performing off-site tasks for the City). This shall include a prohibition on firearms in any City-owned vehicle. This prohibition shall apply to all visible and concealed firearms, regardless of whether the owner has obtained the necessary permits.

1. Definition: The definition of a "firearm" for the purposes of this policy shall be as defined in Idaho Code §18-3302.
2. Police Officer Exception: Police officers are required, as a condition of their work assignment, to possess a firearm while executing their work responsibilities and thus are not subject to this prohibition. These employees are to possess and use these firearms in accordance with the department's operating procedures and all applicable state and federal laws.
3. Special Authorization: An employee may request authorization to possess or utilize a firearm while fulfilling City duties by applying for special authorization in writing. The request must state the reason for the request, the time frame for which authorization is requested, and the location at which the authorization is requested. Requests shall be reviewed by the Mayor and the Chief of Police and the consent of both reviewers shall be required prior to authorization and must be documented in writing. A copy of any request, whether approved or denied, shall be placed in the employee's personnel file. Authorization granted may be revoked at any time and without prior notice by the Mayor or Chief of Police in consultation with the City legal department.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING AND REPLACING BONNERS FERRY CITY CODE TITLE THREE, CHAPTER SIX TO UPDATE REGULATIONS AND LICENSING PROCESS FOR TAXICABS AND LIMOUSINES OPERATING WITHIN THE CITY OF BONNERS FERRY; PROVIDING STANDARDS FOR LICENSING; PROVIDING PROCEDURES FOR SUSPENSION AND REVOCATION OF LICENSES; PROVIDING FOR OPERATING RULES; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and City Council have determined that Title Three, Chapter Six of Bonners Ferry City Code is outdated and in need of clarification and updating, and

WHEREAS, regulations pertaining to taxicabs and limousines held within the City of Bonners Ferry are necessary to promote and protect the public health, welfare and safety by requiring a licensing process,

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

**Section 1:** That Bonners Ferry City Code Title Three, Chapter 6 is hereby repealed.

**Section 2:** That Bonners Ferry City Code Title Three, Chapter 6 is hereby replaced to read as follows:

**TAXICABS AND LIMOUSINES**

**3-6-1: DEFINITIONS:**

CARRIAGE: Any horse or other animal drawn cart, wagon, vehicle or attached apparatus used for the purpose of transporting persons for compensation.

LICENSING AUTHORITY: The city council or its designee, herein referred to as the city.

LIMOUSINE: Any luxury motor vehicle driven by a chauffeur used for the purpose of transporting persons for hire.

OPERATION: The conducting of a general taxicab, limousine, pedicab or carriage business including, but not limited to, owning the business, contracting or leasing the

business or an individual vehicle.

OPERATOR OR DRIVER: An individual, including a taxicab or limousine owner, authorized to operate, drive, or staff a taxicab or limousine upon and through the streets, avenues and alleys of the city.

PEDICAB: Any human powered vehicle that is able to be pedaled without any motor assistance, used for the purpose of transporting persons. A motor assist may be permitted so long as it does not replace or become the primary source of power in moving the unit and is seven hundred fifty (750) watts or less, is one horsepower or less, and cannot exceed twenty (20) miles per hour.

TAXICAB: Any motor vehicle used for the purpose of transporting persons for hire, providing the "taxicab", as herein stated and defined, shall not include school buses or other motor vehicles used exclusively for the transportation of children to and from school, nor a motor bus with a seating capacity of over seven (7) passengers operated on a regular schedule over regularly designated streets, nor companies operating for the purpose of carrying United States mail or other United States property.

TAXICAB, LIMOUSINE, PEDICAB OR CARRIAGE OWNER: The person, firm, copartner, corporation, individual or association securing a license to operate a taxicab(s), limousine(s), pedicab(s) or carriage(s) upon and through the streets, avenues and alleys of the city.

### 3-6-2: LICENSES REQUIRED:

A. Application For Taxicab, Limousine, Carriage, Or Pedicab Business License: No person shall engage in the business of operating a limousine, taxicab or taxicabs, carriage or pedicab within the corporate limits of the city without first complying with all of the provisions of this chapter. Verified applications for a license for taxicabs and limousines shall be made by owner thereof upon forms to be furnished by the city clerk. Such application shall contain the full name and address of the owner, the make, model, vehicle identification number (VIN) of the motor vehicle and the Idaho license number, if applicable, for the current year. All rules and regulations in this chapter pertaining to taxicabs shall likewise pertain to limousine, carriage and pedicab services unless otherwise stated.

B. Authority To License And Control: The city council or its designee, hereinafter the "city" is hereby vested with complete authority to issue licenses for the operation of taxicabs and to alter, revoke or amend or suspend the said licenses in accordance with the provisions of this chapter and to regulate and limit the method of operation of taxicabs in accordance with this chapter, and to regulate taxicab operators, and is further vested with complete and full authority and responsibility to carry into effect all of the provisions of this chapter relative to the operation of taxicabs. The city reserves the right to do a complete background check on all owners and operators. The city shall have the authority to implement the requirements and restrictions of this chapter. Any license now issued, and which may be hereafter issued to engage in the business of



operating taxicabs on or over the streets and public ways, shall mean and be construed to be only a license or privilege to use the streets and public ways for the business of operating taxicabs thereon. The council or its designee may, where appropriate, reduce the conditions or limits established in this chapter if the license applicant is only operating a pedicab or carriage; otherwise, all requirements for a taxicab may apply.

C. Applicant; Conditions: No person shall be issued a license to engage in the business of owning and maintaining a taxicab, nor shall the owner authorize any person to operate a taxicab when that person:

1. Does not possess a valid U.S. driver's license;
2. Is under the age of eighteen (18) years;
3. Is not a bona fide owner of such business, if applying for taxicab owner license;
4. Has been convicted of a felony involving injury or threatened injury to another person or who is a registered sex offender;
5. Has been, within three (3) years prior to the date of making application for such license, convicted of, paid any fine, been placed on probation, received a deferred sentence, received any withheld judgment, suffered the forfeiture of a bond for failure to appear or completed any sentence for confinement for any felony or any misdemeanor or infraction which involves a moving traffic violation, except that the city may in its discretion waive the disqualification provided in this subsection upon finding that the nature of the crime committed by the applicant and the extent of the rehabilitation of the applicant does not pose a threat to the safety and health of the taxi passengers;
6. Has ever been convicted of, or pled guilty to, a felony case of driving under the influence of alcohol and/or drugs;
7. Has, at the time of such application, an outstanding warrant;
8. Has had a similar license revoked by the city or any other city of this state or of the United States.

D. Mayor And Council To Approve Application; Renewal: Before the city clerk shall issue a license for any taxicab, the application must first be presented to the city council for approval and upon such approval and the payment of the necessary fees and compliance with all other sections of this chapter, the city clerk shall issue a license in such form as may be prescribed by the city clerk. The clerk is authorized to renew such licenses annually so long as the applicant complies with all provisions of this section.

E. License Card: Each taxicab shall carry a card issued by the clerk verifying the license. Each card shall contain the name of the licensee, the date of its issuance, the date of its expiration, the official license number of the motor vehicle and the make and model thereof.

### 3-6-3: AUTHORIZED OPERATORS/DRIVERS:

Before any owner/licensee authorizes a person to drive a taxicab, the owner/licensee shall submit the completed application for taxicab driver form containing required information on the driver to the chief of police. All drivers must comply with the following standards and rules:

A. Applicant Conditions: All requirements of subsection 3-6-2C of this chapter.

B. Mandatory Drug Testing: Every person authorized to drive a taxicab under this chapter who is involved in an accident resulting in injury to or death of any person, or damage to the property of any one person in excess of one thousand dollars (\$1,000.00) while providing taxicab service shall submit to one or more tests as may be required to determine the amount of alcohol, narcotics, and prescription and nonprescription drugs present in such person. Any such required test(s) shall be at such authorized person's own expense.

C. Revocation; Denial: If any required test shows the presence of illegal drugs, alcohol in excess of the legal limit established in Idaho Code title 18, chapter 80, prescription drugs used other than as prescribed, or evidence of intoxicants, such person's authorization to drive a taxicab shall be immediately revoked. Refusal to submit to any test required shall result in the immediate revocation of the authorization to drive a taxicab. Following revocation under this subsection, no authorization to drive a taxicab shall be granted to that person until three (3) years immediately following the last violation of this subsection.

D. Dangerous Driving: No authorization to drive a taxicab shall be granted to any person where satisfactory proof is submitted that such person operates motor vehicles in an unskillful, dangerous or reckless manner, or who repeatedly violates the laws of the city relating to traffic or this chapter.

E. Medical Certificate: Every two (2) years each taxicab driver shall submit with the application a medical certificate from a licensed physician specifically stating that the applicant has good hearing, vision, and general health such that the person has no known physical conditions or disabilities which would impair the safe operation of a taxicab. The city's medical certificate form shall be completed and returned with the application for taxicab driver form.

F. Renewal: Authorization to drive a taxicab shall not be given to a person who, at the time of application for renewal of authorization issued hereunder would not be eligible or qualified for such authorization upon a first application, and a driver must continue to have and maintain all the qualifications. A renewal application will also include an annual background check and medical certification every two (2) years.

G. Owner Notification: The chief of police shall promptly notify the owner if he is aware a driver is not qualified to drive; however, the owner remains responsible to monitor drivers and ensure they meet the requirements of this chapter.

H. License Issuance, Transfer, Display: Authorized taxicab drivers will be issued an individual taxicab driver's license authorizing them to operate a taxicab under any taxicab company's license within the city of Bonners Ferry. The taxi driver may transfer this license to another taxicab company after review of the city of Bonners Ferry police department. A taxicab driver's license shall be displayed to the public or a law enforcement officer upon request.

#### 3-6-4: INSURANCE REQUIRED:

Before any license is issued for any taxicab, the owners thereof shall be required to file with the city clerk a certified copy of a policy of insurance executed by an insurance company authorized to do business within the state insuring the public against any loss or damage which may result to any person or persons from the operation of said taxicab, provided the limited amount of liability in such policy of insurance specified shall be as follows:

A. Property damage: Not less than one hundred thousand dollars (\$100,000.00) except for carriages and pedicabs, which shall be not less than twenty thousand dollars (\$20,000.00).

B. Public liability: Minimum five hundred thousand dollars (\$500,000.00) per incident except for carriages and pedicabs, which shall be not less than one hundred thousand dollars (\$100,000.00).

C. Provide for notice to the city of nonrenewal or cancellation of insurance coverage.

D. The license to operate such taxicab business shall expire of itself or terminate upon the cancellation of said insurance for failure to pay premiums or for any other reason and no license shall be granted or be effective unless the taxicab for which said license is requested has been fully covered with insurance as hereinabove specified.

#### 3-6-5: LICENSE FEES AND CARD:

Owners of taxicabs licensed hereunder shall pay to the city clerk an annual license fee set by resolution adopted by the city council. Taxicab drivers shall pay to the city clerk an annual background check fee set by resolution adopted by the city council. Such license shall expire on the last day of each year and must be renewed before the first day of the following year. Proof of the license provided for herein shall be plainly posted in said taxicab in such a manner that the same may be readily readable and legible to the passenger or passengers therein. It shall be printed and posted in such a manner and placed in said taxicab as shall be approved by the chief of police. It shall be unlawful for any taxicab to operate without such proof of license being so posted.

### 3-6-6: TRANSFER OF LICENSES:

Taxicab business owners' licenses issued under the provisions of this chapter shall be transferable subject to the consent and approval of the city council; provided, however, that no license may be issued to another or to any other person until such licensee or person has applied for a license and has been found to be qualified to obtain such license under the provisions of this chapter; provided, further, that upon the approval of the transfer of any license as herein provided, the city clerk shall charge and collect a fee set by resolution for transferring said license and issue a new license as provided for in this chapter.

### 3-6-7: SUSPENSION AND REVOCATION OF LICENSES:

In addition to other suspensions and revocations provided for in this chapter, the following procedures shall govern the suspension or revocation of licenses:

A. Any license granted under this chapter may be suspended at any time by the chief of police for any violation of the provisions of this chapter or of any other ordinance of the city, state or federal law, or if such vehicle shall or has been used for any immoral, illegal, disorderly or improper purpose.

B. Any licensed owner or licensed operator of a taxicab vehicle within Bonners Ferry who violates any provision of the Idaho Code or this code, in addition to: 1) the criminal or civil penalties prescribed by law for such violation, and 2) the suspension and revocation provisions of this chapter, shall be subject to a temporary suspension of their taxicab license for a period not to exceed one hundred eighty (180) days.

C. Notice of a temporary suspension may be personally served which suspension shall be effective upon such service. However, notice shall also be deemed properly served if sent by U.S. postal service certified mail to the address on file in the city clerk's office that was provided by the licensee. Such temporary suspension shall then be effective at one minute after twelve o'clock (12:01) A.M. on the third day following the date written notice is mailed to the licensed owner or licensed operator. A licensee's failure to accept, acknowledge, or receive notification of a temporary suspension shall not invalidate the temporary suspension, provided notice was served as provided in this subsection. Notice of a temporary suspension shall include grounds for the temporary suspension, and shall include a statement that informs the licensee of their right to appeal the temporary suspension. A license may be temporarily suspended for good cause even though no criminal charge or infraction is filed. Any operation of a taxicab during the period of a temporary suspension shall be deemed a separate offense for each day of such operation.

D. Any licensed owner or licensed operator of a taxicab within the city of Bonners Ferry whose license is temporarily suspended pursuant to this section may appeal the temporary suspension to the city council by filing a written request with the city clerk's office within fifteen (15) working days of the start of the temporary suspension. Upon appeal, a temporary suspension shall be stayed pending a determination by the city

council, unless a separate finding is made by the chief of police that continued operation under the applicant's license would endanger the public, with the reasons for such finding being clearly stated. In the event an appeal of a suspension is denied by the city council, the suspension period shall commence at one minute after twelve o'clock (12:01) A.M. on the day immediately following issuance of the denial by the city council.

E. The city council may revoke any license issued under this chapter for any cause which would have disqualified the applicant from receiving a license upon a first application. Further, if the city shall receive a complaint of deficiency or violation which, after investigation, proves to be valid, the licensee shall be served with a warning notice and citation providing five (5) working days to rectify. If the deficiency or violation is not corrected within said five (5) working days, the license shall be revoked for the remainder of the year.

### 3-6-8: VEHICLE INSPECTION:

It shall be unlawful for any person to operate and use or permit or allow the operation and use of any vehicle as a taxicab upon the streets of the city unless such vehicle has been inspected and approved. All vehicles shall be kept in good and proper mechanical order and of sanitary and good appearance, inside and outside. All taxicabs operated by one taxicab company shall be easily distinguishable from taxicabs operated by other companies. Each taxicab shall have a lighted sign to indicate that the vehicle is in service or out of service. All vehicles (carriages and pedicabs excluded) shall be equipped with a taximeter which automatically registers the amount of the fare; such taximeter shall be installed so the taximeter and the amount of fare shall be plainly visible to the passengers riding in the taxicab. There shall be posted in a conspicuous place in each taxicab a rate card or sticker, of not less than four inches by six inches (4" x 6") in size, stating the rates of the taxicab, or rate policy of the pedicab or carriage. Inspection of the mechanical safety and sanitary condition of each vehicle shall be made by an ASE certified mechanic designated by the city council or by the police chief for that purpose. Mechanical inspections shall certify the vehicle is equipped with, but not be limited to, properly working brakes (pedicabs must have 2 sets of operational brakes: 1 located on the front wheel and the other located on the back axle), lights, turn signals, tires, horn or bell, muffler, rear vision mirrors, seat belts, and windshield wipers in good condition. Windshields shall not have any defect which obstructs or impedes the view of the driver. Further, pedicabs shall only have a single frame; bike trailers or similar devices will not be permitted. Carriages must have appropriate braking systems and lights satisfactory to the city's designee. The mechanical inspection shall be reviewed by the chief of police. The chief of police shall inspect each taxicab concerning its sanitary condition. All taxicabs shall be so inspected on or before January 1 of each year.

### 3-6-9: OPERATING RULES:

A. The driver of any motor vehicle used within the city to transport passengers for hire shall be required to bring such vehicle to a complete stop before driving across any railroad crossing within the city.

B. No smoking shall be permitted in a taxicab, pedicab or carriage at any time.

C. It shall be unlawful for any person operating a taxicab to carry more passengers than the rated seating capacity of said motor vehicle as given by the manufacturer of said vehicle and not more than one person shall occupy the front seat with the driver at the same time while the taxicab is in operation.

D. All occupants shall wear seat belts (except in carriages and pedicabs, which must be equipped with seat belts that may be worn at the occupants' discretion).

E. It shall be unlawful for any person driving a taxicab, pedicab, carriage or limousine to use a handheld cellphone while operating the vehicle, when vehicle is in motion.

F. Taxicab, pedicab, carriage and limousine companies and drivers are subject to all applicable federal, state and local laws.

G. Horse or animal drawn carriages shall be equipped with a manure catching device which will capture and retain animal manure. All manure will be removed from the capture device as soon as is practical and stored in a covered metal container provided by the carriage operator. The carriage operator will be responsible for the disposal of animal manure at an approved location outside the city limits. Any manure deposited on a City roadway must be cleaned up and disposed of by the carriage operator as soon as practical.

H. All pedicabs and carriages operating at night must use headlights and taillights.

3-6-10: PENALTY:

In addition to being subject to license revocation or suspension, any person violating any of the provisions of this chapter shall be guilty of a misdemeanor punishable according to the provisions of Idaho State Code.

**Section 3: PROVISIONS SEVERABLE:** The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

**Section 4: EFFECTIVE DATE:** This ordinance shall be effective upon its passage and publication in the manner provided by law.

APPROVED by the Mayor and City Council of the City of Bonners Ferry this

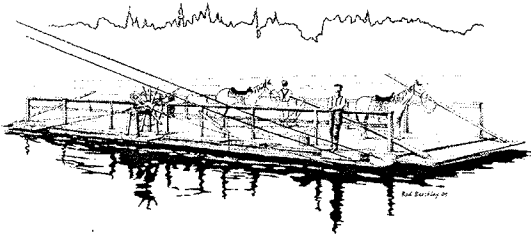
\_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF BONNERS FERRY, IDAHO

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

Attest:

\_\_\_\_\_  
Kris Larson, Clerk



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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Date: July 26, 2017  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: **Water Department - Valve Actuator at River Pumps**

The City uses the Kootenai River as a back-up water source through a pump system at the river's edge on the east side of town. When the river pumps are used to deliver water to the water treatment plant a valve at the pump station must be opened. A valve actuator is attached to the valve in order to open or close it electrically or pneumatically. This valve needs a new actuator in order to operate the river source.

Attached is a quote for a new actuator that will open and close the valve electrically. I recommend approval of the purchase of a new valve actuator for \$5,164.25.

Thank you,

Mike





# Rocky Mountain Valves & Automation

1310 South Swaner RD  
 Salt Lake City, UT 84104  
 PH. 801-438-1038 Fax. 801-438-1039

Number RMVQ5202  
 Date May 11, 2017

**Quoted To:**

**Bonnars Ferry**  
 Doug Ladely

Phone  
 Fax

## QUOTE

**From:**

**Andy Mitchell**  
 1735 W Franklin Rd  
 Suite 135  
 Meridian, ID 83642

Phone 208-953-7682

Fax  
 andy@rockymtvalves.com

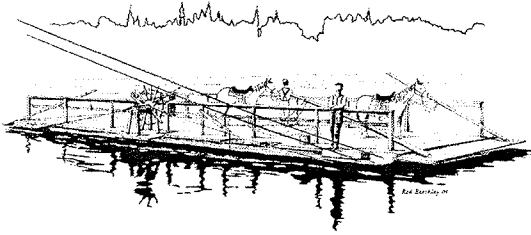
Project	F.O.B. Point	Shipping Terms	Delivery Date	Payment Terms	Validity
	Factory	PPA	6 - 8 Weeks	30 Days	30 Days

Line	Qty	Part Number	Description	Unit Price	Ext. Price
1	1	SQR14.2	AUMA Electric Actuator to be fitted to an existing Val-Matic Butterfly Valve. Includes mounting bracket and coupler for adaption to the butterfly valve. Please see attached spec sheet for additional information.	\$5,164.25	\$5,164.25

<b>SubTotal</b>	\$5,164.25
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$5,164.25</b>

*Please Include this Quote number on all PO's*

Buyer's purchase order or quotation shall be subject only to the terms and conditions set forth herein, notwithstanding any terms and conditions that may be contained in any purchase order, acknowledgement or other form by Buyer. Such terms and conditions of Buyer shall not bind Seller unless accepted by Seller in writing whether or not they appear on this order. This order shall be governed in all respects by the laws of the state in which Seller is incorporated. In the absence of a written agreement, an acceptance of any goods received by Buyer filling a purchase order to Seller shall constitute an acceptance of these terms and conditions.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

---

Date: July 26, 2017  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: **Water Department - Streaming Current Monitor**

The City's water treatment facility utilizes several instruments for optimizing the filtration process. One process includes optimization of coagulant dosage, so that particles are removed more efficiently. Coagulant chemicals cause particles in the water to cling together, making them easier to filter out. Causing these particles to cling together at the correct dosage requires a streaming current monitor (SCM).

The City's current SCM is not working and it has been determined that it cannot be fixed. I have attached a quote for new SCM at a cost of \$9,990. This instrument is critical to the operations of our water treatment plant and I recommend approval of its purchase.

Thank you,

Mike

# Chemtrac, Inc.

1555 Oakbrook Drive  
Suite 100  
Norcross, Georgia 30092  
Phone (770) 449-6233 Fax (770) 447-0889  
404-915-5387

# QUOTATION

REFERENCE #: JP07201416  
DATE: 20-Jul-17

**TO:**

**DOUG LADELY**

Bonnars Ferry, ID / Bonners Ferry WTP  
6362 Washington Street  
Bonnars Ferry, ID 83805  
United States  
PH: (208) 267-4380, FX: (208) 267-4381

SALESPERSON	Quoted By	PROJECT	F.O.B. POINT	TERMS
Joe Prok	Joe Prok	Bonnars Ferry WTP	Norcross, GA	Net 30

QTY	PART #	DESCRIPTION	UNIT PRICE	TOTAL
1	HA4-DT4	Streaming Current Monitor (DuraTrac 4 Sensor + HydroACT Analyzer) - Includes color graphical display, two analog outputs, two relays, 25' interconnect cable. Options: additional outputs, additional relays, digital communications (e.g. Modbus), PID control.	\$9,540.00	\$9,540.00
1	21725	PID Control - HA4/HA8 only. Includes analog output for control signal.	\$450.00	\$450.00
DELIVERY: 2 Weeks after order			SUBTOTAL	\$9,990.00
This quote is valide for 90 days. The above pricing does not include cost associated with taxes, shipping, installation, or startup services unless otherwise stated. If you have any questions concerning this quotation, contact Joe Prok at (253) 241-8193. <b>Thank you for your business!</b>			SHIPPING	
			<b>TOTAL</b>	<b>\$9,990.00</b>



## STREAMING CURRENT CHARGE ANALYZER HydroACT with DURATRAC 4

### DESCRIPTION

The **HydroACT Controller** with **DuraTrac 4 Streaming Current Sensor** is Chemtrac's most reliable and accurate Streaming Current Monitor, providing unique and versatile capabilities for optimizing coagulant or polymer dosing. With improved Streaming Current measurement capability, expansive I/O, state of the art chemical feed logic, and the ability to monitor additional parameters key to coagulation (e.g. pH, UV254, NTU), this revolutionary product offers a dependable, comprehensive, and scalable approach for tackling virtually any water treatment scenario. An optional web browser based user interface gives the user remote access to everything they need to reliably control multiple feed systems (coagulant, flocculant, chlorine, acid, caustic, etc). Intelligent diagnostics, service reminders, advanced alarm features, and optional email/text alerts all work together to notify the user when service is required or when process conditions have changed sufficiently to warrant attention. Contact Chemtrac to discuss your application and let us provide a solution that meets your requirements.

### STANDARD FEATURES

- Rugged sensor design, 2-year warranty
- 0.5 to 10 gpm, up to 30 psi sample pressure
- Quick-replacement, user serviceable parts
- Easy push button zero offset
- Advanced diagnostics with Signal Health Alert
- Color display with graphical trending capability
- Data logging onto removable micro SD card

### OPTIONAL FEATURES

- Accepts up to 8 additional sensor inputs (e.g. pH, UV254, Chlorine, NTU, etc.)
- Up to 8 chemical feed control outputs with flow pacing capability
- pH compensation of streaming current reading for improved coagulation control
- Automatic sensor cleaning / flushing
- Modbus communications

### BENEFITS

- Capability of incorporating multiple measurements that are key to coagulation, such as pH, TSS/NTU, and UV254 organics
- Multiple chemical feed control options with overfeed protection, start delay, setpoint ramping, and other advanced features
- State of the art features like signal health diagnostics and pH compensation provides improved performance and reliability

### APPLICATIONS

#### Water Treatment

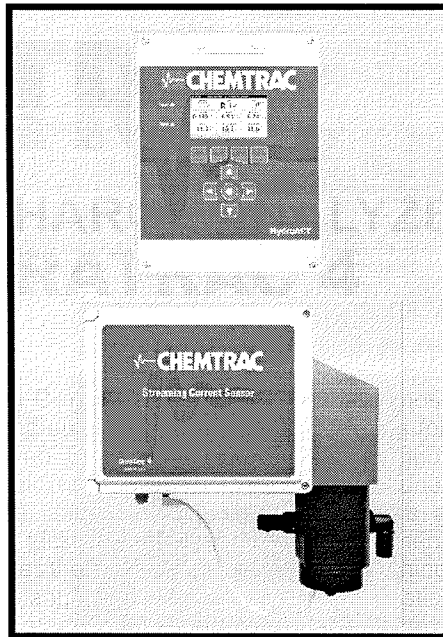
- Respond quickly to NTU/organics changes
- Optimize coagulant usage
- Reduce sludge generation
- Improve clarifier performance
- Extend filter run time
- Reduce membrane fouling
- Monitor for overfeed of filter aids

#### Wastewater Treatment

- Respond quickly to changes in solids
- Reduce polymer usage
- Improve performance of DAF, Thickener, BFP, Centrifuge

#### Papermaking

- Track changes in wet-end charge
- Improve paper machine performance and paper quality



Streaming Current

Chemtrac, Inc.  
1555 Oakbrook Drive  
Suite 100  
Norcross, GA 30093  
USA

PH: 770.449.6233  
US: 800.442.8722  
FX: 770.447.0889  
[www.chemtrac.com](http://www.chemtrac.com)

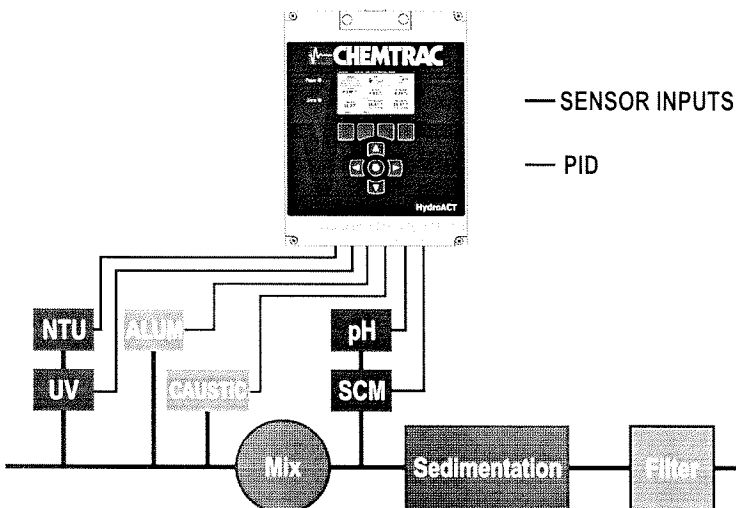
# GENERAL SPECIFICATIONS

## HydroACT 600 Analyzer

The HydroACT analyzer accepts up to 8 "plug in" cards, four of which can be inputs from sensors and the remaining can be analog outputs. The analyzer can also be equipped with up to 8 relays and 8 digital inputs. An expansion module, which accepts another 8 "plug in" cards, 8 relays, and 8 digital inputs can be connected to the base module.

Sensor Options:	SCM, UV254 organics, TSS/NTU, Free Cl, Total Cl, Cl Dioxide, Chlorite, Ozone, ORP, pH with Temperature, DO, Conductivity, Particle Counter
Inputs:	Up to 4 configurable inputs per module (maximum of 2 modules). Inputs can include any sensor options listed above, or signals from other devices (i.e. 4-20mA, 4-20mA loop powered, 0-2 VDC, 0-10 VDC, and pulse). Up to 8 digital inputs per module
Analog Outputs:	0-20mA, 4-20mA, 0-10 VDC, 0-1.25 VDC Up to 4 analog outputs per module, and any unused input slots can be used as analog outputs
Relays:	Up to 8 SPST electromechanical relays per module rated for 380 VAC, 6A Max
Alarms & Thresholds:	2 user configurable alarms and 2 user configurable thresholds (for control) with deadband and delay are available for each parameter and control output
Chemical Feed Control:	PID, Feed Forward, Flow Proportional, Timer - multiple loops available
Communication (Optional):	Modbus ASCII/RTU (RS485), Modbus TCP (Ethernet), Profibus DP
Data Logging:	User customizable, multiple parameter data logs and a status message log. Over 1 million records can be logged internally, and downloaded to SD card.
Memory Backup:	All user configuration is stored in non-volatile on-board flash memory
Enclosure:	ABS Flame retardant, IP65N, Nema 4X
Display:	4.3", 480x272, 24 bit, color
Dimensions:	9.0" W x 12.2" H x 4" D (230 mm W x 309 mm H x 1035 mm D)
Weight:	4.5 lbs (2 kg)
Warranty:	12 months from date of purchase

Example Installation Diagram



## DuraTrac 4 Streaming Current Sensor

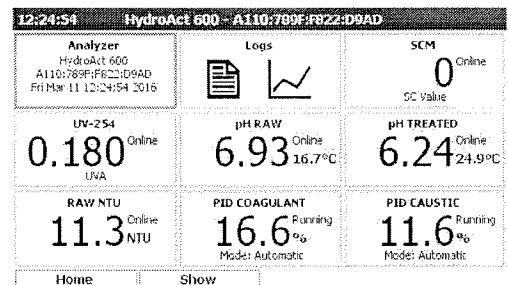
Range:	-1000 to +1000
Signal Gain:	User-adjustable, 1 to 600x
Zero Offset:	User-adjustable
Sample Flow Rate:	1 to 40 Liters per minute
Gain & Zero Offset:	User-adjustable, Manual or Automatic
Repeatability (Cond. Range)*:	Better than 2% from (10 to 250 uS) Better than 3% from (250 to 500 uS) Better than 5% from (500 to 1,000 uS)
Max Pressure:	30 psi
Probe Type:	Quick-replacement cartridge with replaceable sleeve
Sample Connections:	1" FNPT
Materials Contacting Sample:	Delrin, viton, stainless steel
Wiring Connections:	1 ea. shielded, 4 conductor, 22 AWG
Self Diagnostics:	Motor - RPM, Signal Health
Power Requirements:	110 VAC, 1 A, 60 Hz 220 VAC, 1 A, 50 Hz (optional)
Enclosure:	NEMA 4X, fiberglass reinforced
Operating Temperature:	34° - 120° F (1° - 49° C)
Dimensions:	11.2" W x 9.2" H x 6.3" D (285 mm W x 234 mm H x 161 mm D)
Weight:	10 lbs (4.5 kg)

\*Repeatability/Accuracy specifications for most other SCM's are only valid when conductivity is very stable. These instruments do not perform to their specification when conductivity changes by as little as 10%. More information is available at [www.chemtrac.com](http://www.chemtrac.com) on the Download and FAQ tab for the DuraTrac 4 Sensor.

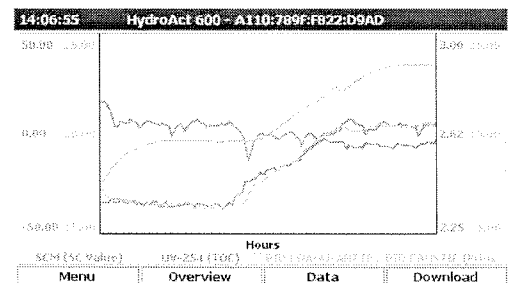
## Optional Accessories

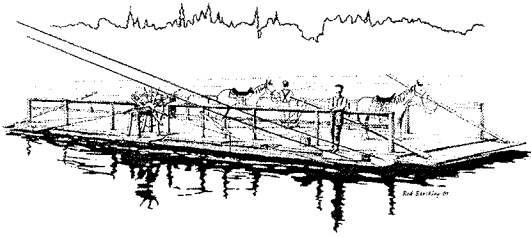
Automatic Sensor Flush:	Sensor flush only
Sensor Maintenance Option:	Sensor flush & chemical wash
Integrated modem and text alerts	
Remote Internet access (web server) with email alerts	

## HydroACT System Overview Screenshot



## HydroACT Graph Screenshot





# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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Date: July 28, 2017  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: **Golden St. Slide Repair - Professional Services**

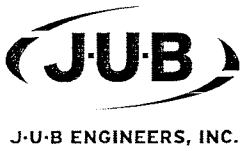
Attached is professional service agreement with JUB Engineers to assist the City with design services related to repairing slide on Golden Street. FEMA has verbally agreed to fund the repair as an emergency, and engineering services are reimbursable.

The attached agreement is on an as-needed basis for time and materials not to exceed \$5,000. I am recommending that the City Council approve contract with JUB Engineers as presented.

Please call me with any questions about the proposed work.

Thank you,

Mike



**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: provide on-call engineering support services, as requested by the City, to assist project development and design, 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.

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

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: Provide on-call engineering support services to assist the City when requested. The first task is to provide support (peer review, etc.) as the City plans to reconstruct a shallow landslide area located north of the residence at 7066 Helena Street below an existing sewer main. 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: On-call, and determined when requested by the City.

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): Time and Materials basis, not-to-exceed \$5,000. 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, Task 010 - 2017 Slope Repair Project

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)

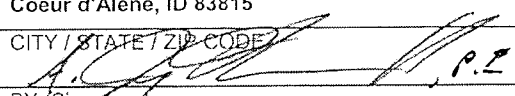
\_\_\_\_\_  
ADDITIONAL NAME / TITLE

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.

# 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: Connie M. Wells

Address: 7458 Wells Street

City: Bonniers Ferry State: ID Zip Code: 83805

Address for the Six Months Prior to the Date of the Damage or Injury Occurred:  
7458 Wells St.

Home Number: (208) 267-2861 Work Number: (208) 290-4059  
Cell

Date of Incident: Week of Feb. 8<sup>th</sup> Time: Unknown A.M. or P.M.

Location of Occurrence: 7458 Wells St.

Injuries that Resulted: None

Provide a Description of What Happened:

(Please attach any additional information you deem necessary)

Fence was damaged during snowplowing from plowing snow due to large snow storms - Fence was bent on pole ~~bent~~ over, city tried to fix the problem - but wire is still bent and creased. Doesn't look very good.

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 Bonniers Ferry,  
(a public entity)

for damages in the amount of Unknown.  
(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 \_\_\_\_\_

Medicare/Medicaid Number \_\_\_\_\_

Signature: Connie M. Wells

Date: 7-14-17

*2 mailed to  
JCRMP 7-18-17  
KCL*

**CITY OF BONNERS FERRY ELECTRIC FUND  
MONTHLY FINANCIAL AND OPERATING REPORT**

REPORT FOR THE MONTH OF: *June, 2017*

	ENERGY SALES		DOLLARS		KWH SOLD		Year to Date	# of Cust. This Month
	This Month	Year to Date	This Month	Year to Date	This Month	Year to Date		
1 Residential & Farm	\$112,748	\$1,486,206	1,468,775	21,554,537	2,004			
2 Residential Seasonal								
3 Commercial - small (50 KVA or less)	\$37,067	\$406,419	523,724	5,989,003	459			
4 Commercial - large (over 50 KVA)	\$75,927	\$774,599	1,194,266	12,543,342	189			
5 Industrial	\$69,545	\$882,179	1,061,890	17,060,617	12			
6 Irrigation and/or drainage pumping	\$2,669	\$25,382	34,504	324,157	7			
7 Public Street Lighting	\$2,450	\$21,967			3			
8 Interdepartmental	\$4,110	\$43,301	62,558	635,747	27			
9 Self Consumed	\$257	\$2,314	3,380	30,415	3			
10								
11								
12 Total (1 thru 11)	\$304,773	\$3,642,367	4,349,097	58,137,818	2,704			
	<b>INCOME STATEMENT</b>							
	OTHER REVENUES							
13 Pole Use	\$0	\$7,843	1. Total operating Revenue (line 18)	This Month	Year to Date			
14 Connects	\$710	\$9,828	2. Operating revenue deductions:	\$306,348	\$3,671,775			
15 Conservation		\$9,279	3. Total operating expenses (line 30)	\$246,472	\$2,898,629			
16 Misc. Electric Revenue	\$865	\$2,458	4. Depreciation	\$40,235	\$362,115			
17 Total Misc. Revenue (13 thru 15)	\$1,575	\$29,408	5. Amortization					
18 Total Operating Revenue (12 + 16)	\$306,348	\$3,671,775	6. Taxes (transfer to General Fund)	\$15,317	\$188,141			
	OPERATING EXPENSES		7. Tax equivalents (interest to General Fund)	\$2,137	\$25,511			
19 Generation	\$34,720	\$197,993	8. Total operating revenue deductions(3 thru 7)	\$304,161	\$3,474,396			
20 Power Purchases - BPA	\$119,796	\$1,726,811	9. Operating Income (1 minus 8)	\$2,187	\$197,379			
21 Power Purchases - Other			OTHER INCOME					
22 Maintenance - General Property	\$4,782	\$44,645	10. Interest	\$2,137	\$25,511			
23 Conservation		\$5,318	11. Misc. Non-operating revenue (net)		\$59,630			
24 Customer's Svc & Record	\$3,858	\$33,684	13. Gross Income (9 + 12)	\$4,324	\$282,520			
25 Total Ops & Treatment Expense								
26 Administrative and General	\$42,165	\$481,732	14. Interest on long term debt		\$18,031			
27 Transmission	\$5,009	\$28,549	15. Interest on investment of municipality	\$2,603	\$23,424			
28 Distribution	\$31,723	\$337,743	16. BPA Revenues					
29 Rolling Equipment	\$4,419	\$42,154	17. BPA Expenditures					
30 Total Operating Expenses(19 thru 29)	\$246,472	\$2,898,629	18. Miscellaneous income deductions					
			19. Total Income deductions (14 thru 18)	\$2,603	\$41,455			
			20. Net Income (13 minus 19)	\$1,721	\$241,065			

**CITY OF BONNERS FERRY SEWER FUND  
MONTHLY FINANCIAL AND OPERATING REPORT**

REPORT FOR THE MONTH OF: *June, 2017*

	DOLLARS		Cubic Feet Sold		
	This Month	Year to Date		This Month	Year to Date
<b>SALES</b>					
1 Residential	\$30,968	\$269,358			1,003
2 Commercial - small	\$19,204	\$164,477			202
3 Commercial - large	\$11,501	\$100,662			70
4 Interdepartmental	\$30	\$255			1
5 Wholesale					
6 Industrial	\$59	\$510			2
7 Pumping & Drainage					
8					
9 Total (1 thru 7)	\$61,762	\$535,262	0	0	1,278
<b>OTHER REVENUES</b>					
10 Junk or Salvage Sold					
11 Flusher Truck Rental		\$1,529			
12 Misc. Sewer Revenue		\$105			
13 Connect Fees		\$3,576			
14 Grant Revenue					
15 Total Misc. Revenue (10 thru 14)	\$0	\$5,210			\$51,300
16 Total Operating Revenue (9 + 15)	\$61,762	\$540,472			
<b>OPERATING EXPENSES</b>					
17 Pumping & Lift	\$2,283	\$34,762			\$358,839
18 Treatment	\$24,431	\$139,684			\$181,633
19 Dredging	\$3,284	\$9,794			
20 Transmission		\$4,336			\$975
21 Distribution	\$4,509	\$25,521			\$161
22 Collection					\$146
23 Operation Lines		\$1,834			\$182,769
24 Maintenance of Lines		\$117			
25 Structure Maintenance		\$648			
26 Customer Service					
27 Customer Accounting	\$175	\$1,341			
28 Rolling Equipment	\$1,250	\$13,037			
29 General & Administrative	\$4,696	\$49,381			
30 General Property Maintenance		\$60			\$0
31 Total Operating Expenses(17 thru 30)	\$40,628	\$280,515			\$182,769
<b>INCOME STATEMENT</b>					
				This Month	Year to Date
1. Total operating Revenue (line 15)				\$61,762	\$540,472
2. Operating revenue deductions:					
3. Total operating expenses (line 28)				\$40,628	\$280,515
4. Depreciation					\$5,700
5. Amortization					\$3,088
6. Taxes (General Fund Transfer)					
7. Tax equivalents (Interest to General Fund)					
8. Total operating revenue deductions(3 thru 7)				\$49,416	\$358,839
9. Operating Income (1 minus 8)				\$12,346	\$181,633
<b>OTHER INCOME</b>					
10. Interest				\$146	\$975
11. Misc. Non-operating revenue (net)					\$161
12. Total other income (10 + 11)				\$146	\$1,136
13. Gross Income (9 + 12)				\$12,492	\$182,769
14. Interest on long term debt					
15. Interest on investment of municipality					
16. Miscellaneous income deductions					
17. Total Income deductions (14 thru 16)				\$0	\$0
18. Net Income (13 minus 17)				\$12,492	\$182,769

**CITY OF BONNERS FERRY WATER FUND  
MONTHLY FINANCIAL AND OPERATING REPORT**

REPORT FOR THE MONTH OF: *June, 2017*

	DOLLARS		Cubic Feet Sold		# of Cust. This Month
	This Month	Year to Date	This Month	Year to Date	
<b>SALES</b>					
1 Residential	\$56,506	\$474,446	946,799	5,609,788	1,083
2 Commercial - small	\$24,727	\$193,198	450,824	3,034,498	216
3 Commercial - large	\$16,216	\$114,054	410,079	2,128,175	81
4 Interdepartmental	\$831	\$4,071	16,492	76,846	6
5 Wholesale					
6 Industrial	\$361	\$3,189			2
7 Pumping & Drainage	\$81	\$715			1
8 Total (1 thru 7)	\$98,722	\$789,673	1,824,194	10,849,307	1,389
<b>OTHER REVENUES</b>					
9 Bulk Water Sales		\$300			
10 Coin Op Sales	\$202	\$896			
11 Misc. Water Revenue					
13 Connect Fees		\$14,906			
14 Grant Revenue					
15 Total Misc. Revenue (9 thru 14)	\$202	\$16,102		\$28,670	\$258,030
16 Total Operating Revenue (8 + 15)	\$98,924	\$805,775			
<b>OPERATING EXPENSES</b>					
17 Source of Supply	\$223	\$10,356			
18 Pumping	\$211	\$9,624			
19 Treatment	\$16,150	\$148,511			
20 Transmission	\$140	\$2,055			\$110
21 Distribution	\$4,677	\$51,169			\$179,415
22 Line Operation/Maintenance	\$991	\$17,373			\$110
23 Meter Maintenance/Reading	\$425	\$6,388			\$28,552
24 Structure Maintenance		\$2,849			
25 Customer Service					
26 Customer Accounting	\$1,691	\$13,479			\$59,914
27 Rolling Equipment	\$1,269	\$12,767			
28 General & Administrative	\$11,089	\$148,128			
29 Conservation					
30 General Property Maintenance		\$7,282			
31 Total Operating Expenses(17 thru 28)	\$36,866	\$429,981			\$0
			<b>INCOME STATEMENT</b>		
			1. Total operating Revenue (line 16)		
			2. Operating revenue deductions:		
			3. Total operating expenses (line 29)		
			4. Depreciation		
			5. Amortization		
			6. Taxes (General Fund Transfer)		
			7. Tax equivalents (Interest to General Fund)		
			8. Total operating revenue deductions(3 thru 7)		
			9. Operating Income (1 minus 8)		
			<b>OTHER INCOME</b>		
			10. Interest		
			11. Misc. Non-operating revenue (net)		
			12. Total other income (10 + 11)		
			13. Gross Income (9 + 12)		
			14. Interest on long term debt		
			15. Interest on investment of municipality		
			16. Miscellaneous income deductions		
			17. Total Income deductions (14 thru 16)		
			18. Net Income (13 minus 17)		
			\$28,552	\$0	\$59,914
			\$28,552		\$197,882