

Welcome to tonight's City Council meeting!

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

Vision Statement

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life.

AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 September 19, 2017 7:00 p.m.

PLEDGE OF ALLEGIANCE

GUESTS

Mary Lockwood – Billing Complaint

PUBLIC HEARING

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 September 5, 2017 Council Meeting Minutes and September 12, 2017 Special Council Meeting Minutes

OLD BUSINESS

5. P&Z – Third Reading of Ordinance Amending Bonners Ferry City Code Title 12, Chapter 1, Concerning Violations and Remedies for Land Divisions (attachment)
6. P&Z – Adopt Ordinance #570 Amending Bonners Ferry City Code Title 12, Chapter 1, Concerning Violations and Remedies for Land Divisions

NEW BUSINESS

7. City – Approve Curfew Extension for Homecoming Dance on September 29, 2017
8. Electric – Authorize Mayor to Sign Revisions to Exhibits D & F of Bonneville Power Administration's Power Sales Agreement Contract No. 09B-13010 (attachment)

9. City – Discuss Naming Northside Park “Dean Satchwell Memorial Park” (attachment)
10. Golf – Discuss Donating Green Fees for Friends of Mirror Lake Golf Tournament to the Friends of Mirror Lake Account
11. City – Discuss Highway 95/Alderson Lane Improvements and Traffic Signal Light
12. Water/Sewer – Discuss Service Area for Utilities
13. Electric – Authorize Mayor to Sign Contract with JUB Engineers for Design of the Spillway Repair and Approve the Scope of Work and Cost (attachment)
14. Sewer – Authorize Mayor to Sign Contract with JUB Engineers, Inc. for Design of the Sewer Main Replacement on the Sewer Bridge and Approve the Scope of Work and Cost (attachment)
15. Electric/Sewer – Consider Job Shadow Proposal (attachment)
16. City – Approve Dike Brushing Proposal and Authorize Mayor to Sign Contract with Kendall Deaton (attachment)
17. Electric – Authorize the Mayor to Sign Extension of Agreement with Idaho Forest Group (attachment)
18. P&Z – Discuss Livestock in City Limits – Bonners Ferry City Code Title 11, Chapter 2 (attachment)
19. City – Discuss National Association of Realtor Grant
20. Electric – Approve FERC Training in Austin
21. City – Discuss and Approve Purchase of Surplus Property Items

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

22. City – PRIMA Training in Coeur d'Alene on November 1, 2017 (attachment)
23. City – Levy Rates for 2016-2017 (attachment)
24. City – 2017 Fallen Firefighters Memorial Weekend Observance Schedule and Proclamation (attachment)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING PROVISIONS WITHIN BONNERS FERRY CITY CODE TITLE TWELVE, CHAPTER ONE, CONCERNING VIOLATIONS AND REMEDIES FOR LAND DIVISIONS; AMENDING LANGUAGE BY REMOVING MISDEMEANOR VIOLATIONS AND REPLACING WITH REMEDIES AND COMPLIANCE MEASURES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing in accordance with Idaho Code 67-6509 and Idaho Code 67-6511 on July 21, 2017; and

WHEREAS, the City Council held a public hearing in accordance with Idaho Code 67-6509 and Idaho Code 67-6511 on _____; and

WHEREAS, the Mayor and City Council have deemed it in the public interest to enact new provisions within Bonners Ferry City Code Title Twelve, Chapter One, for the purpose of providing compliance options for land divisions;

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

Section 1: That Chapter 1, Title 12, Section 5 and Sections 8 Bonners Ferry Code is hereby amended to read as follows:

Stricken Language = ~~Stricken Language~~

New Language = New Language

12-1-5: ENFORCEMENT AND PENALTIES

- A. No building permit will be issued for the construction or development of any building or structure located on a lot or plat subdivided or sold in violation of the provisions of these regulations or state platting statutes, nor shall the city have any obligation to issue any certificates of occupancy or to provide utility services to any parcel created or established in violation of these provisions.
- B. Violations of the provisions of this title are subject to compliance or remedy measures as outlined in section 12-1-8 of this chapter. ~~may be deemed a misdemeanor with each day such violation continues constituting a separate offense.~~ The city shall have recourse to such civil remedies in law and equity as may be necessary to ensure compliance with the provisions of these regulations.

12-1-8: REMEDIES

- A. The provisions of this section shall not apply to the following conveyance of any lot or parcel of real property:
1. Exempt from the definition of "subdivision", as provided for in this chapter;
 2. Identified in a recorded final plat after the date of recording.

B. This section shall not bar any legal, equitable or summary remedy to which the City, other public agency or any person may otherwise be entitled. The City or other public agency or any person may file suit to restrain or enjoin any attempted or proposed subdivision for sale, lease, financing or gift of any lot or parcel, or portion thereof, contrary to the provisions of this title. The provisions of this section shall not limit or affect in any way the rights of a grantee or successor in interest under any other provision of law.

C. The City shall not issue a permit or grant any approval necessary to develop or use any lot or parcel which has been divided, or which has resulted from a division, contrary to the provisions of this title.

D. For the purposes of the administration of this section, the following shall be considered in compliance:

1. Any lot or parcel which is described on a recorded legal instrument of conveyance prior to December 29, 2005.

2. Any lot or parcel for which a valid building permit has been issued by the City, where on development has occurred and a use has been established in reliance on that permit;

3. Any lot or parcel which is described on a recorded legal instrument of conveyance prior to April 27, 2017, that does not meet lot size or lot dimensional standards;

E. Any division of land determined by the City to be in violation of this title shall either seek remedy as outlined within this section or shall seek compliance with the laws in affect at the time the division occurred. Compliance with current subdivision laws shall be considered compliance with the law.

Section 4: 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 5: EFFECTIVE DATE: This ordinance shall be effective upon its passage and publication in the manner provided by law.

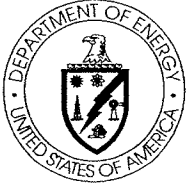
APPROVED by the Mayor and City Council of the City of Bonners Ferry this _____
day of _____, 2017.

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor

Attest:

Clerk, City of Bonners Ferry



Department of Energy

Bonneville Power Administration
P.O. Box 640
Ronan, MT 59864

POWER SERVICES

August 17, 2017

In reply refer to: PSE-Ronan

Mr. Mike Klaus
City Engineer/Administrator
City of Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805

Mike
Dear ~~Mr. Klaus~~:

Enclosed are original revisions to Exhibit D and Exhibit F of City of Bonners Ferry's (Bonners Ferry) Power Sales Agreement, Contract No. 09PB-13010.

The Exhibit D, Revision No. 4, updates the Grandfathered GMS table in section 3 for the FY 2018 – FY 2019 Rate Period.

The Exhibit F, Revision No. 1, replaces Bonners Ferry's Exhibit F to incorporate the terms and conditions of the Transmission Scheduling Service, which includes the Transmission Curtailment Management Service needed for Bonners Ferry's Above-RHWM Load elections.

If Bonners Ferry finds Revision No. 4 to Exhibit D and Revision No. 1 to Exhibit F acceptable, please sign and date the enclosed originals and return them to me no later than September 27, 2017. I will sign and return fully executed originals of the revisions to you for your files.

Please feel free to contact me at 406-676-2669, if you have any questions.

Sincerely,

Michael R. Normandeau
Account Executive

Enclosures (4)

Revision No. 4, Exhibit D
ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS
Effective October 1, 2017

This revision updates GMS section 3.3 to add the reservation fee for the FY 2018 – FY 2019 Rate Period.

1. CF/CT AND NEW LARGE SINGLE LOADS

1.1 CF/CT Loads

Bonnors Ferry has no loads identified that were contracted for, or committed to (CF/CT), as of September 1, 1979, as defined in section 3(13)(A) of the Northwest Power Act.

1.2 Potential NLSLs

Bonnors Ferry has no identified potential NLSLs.

1.3 Existing NLSLs

Bonnors Ferry has no existing NLSLs.

2. RESOURCE SUPPORT SERVICES

2.1 BPA shall develop the RSS products to support applicable Specified Resources listed in section 2 of Exhibit A for the FY 2012 through 2014 Purchase Period and offer such as a revision to this exhibit by August 1, 2009 and by August 1 prior to each Notice Deadline thereafter. Prior to that date, BPA shall provide Bonnors Ferry a reasonable opportunity to provide input into the development of the products and the related contract provisions. By the November 1, 2009 Notice Deadline and each Notice Deadline thereafter, Bonnors Ferry shall notify BPA in writing of any RSS products it elects to buy from BPA under the terms of this Agreement and shall identify the applicable resource(s), for which it shall purchase the RSS product(s) for the upcoming Purchase Period. Such election shall be a binding commitment of both Parties. If Bonnors Ferry makes such election, the Parties shall revise this exhibit so that it incorporates the agreed changes to applicable provisions, including the applicable resource amounts, if known, by March 31, 2010 or by March 31 of the year following the Notice Deadline for future years. By September 30 of the last Rate Case Year prior to the first Rate Period when service begins, and by each applicable September 30 thereafter in accordance with the applicable incorporated contract language, BPA shall update the relevant tables included in the incorporated contract language with the applicable charges and any necessary updates to resource amounts.

2.2 If Bonnors Ferry adds a new Specified Resource within a Purchase Period to meet its obligations to serve Above-RHWM Load with Dedicated Resources, consistent with section 3.5.1 of the body of this Agreement, Bonnors Ferry may purchase DFS or FORS to support such resource. Bonnors Ferry shall request a copy of the then-current DFS or FORS standard contract provisions from BPA and shall notify BPA in writing by October 31 of a Rate Case Year that it

elects to purchase DFS or FORS for the new Specified Resource under the terms stated in the then-current contract provisions and the terms of this section 2.2. Such election shall be a binding commitment of both Parties. The elected DFS or FORS will be effective at the start of the upcoming Rate Period. The duration of such purchase shall be for the remainder of the Purchase Period and for the following Purchase Period. If Bonners Ferry makes such election, the Parties shall revise this exhibit by March 31 of the calendar year after Bonners Ferry has given notice of its election. Such revision shall incorporate the agreed changes to applicable provisions, including the applicable resource amounts, if known. By September 30 of the last Rate Case Year prior to the first Rate Period when service begins, and by each applicable September 30 thereafter, in accordance with the applicable incorporated contract language, BPA shall update the relevant tables included in the incorporated contract language with the applicable charges and any necessary updates to resource amounts.

3. GRANDFATHERED GENERATION MANAGEMENT SERVICE (GMS)

Bonners Ferry shall apply all of the output from Moyie, listed in section 2.1(1) of Exhibit A, as it is generated to Bonners Ferry's Total Retail Load. BPA shall provide energy to Bonners Ferry's Total Retail Load to meet any variations between the amounts generated and the amounts listed in section 2.1(1)(C) of Exhibit A for Moyie. Bonners Ferry shall provide BPA with hourly meter data from Moyie in accordance with section 17.3 of the body of this Agreement.

If on a monthly basis Moyie generates more or less energy than is listed in section 2.1(1)(C) of Exhibit A, then BPA shall provide Bonners Ferry with a credit for such over-generation or a charge for such under-generation, in accordance with section 3.1 and 3.2 below. Bonners Ferry shall pay a reservation fee to BPA on a monthly basis in accordance with section 3.3 below.

3.1 Load Shaping Charge

BPA shall credit or charge Bonners Ferry for any monthly over- or under-generation using the Load Shaping Charge, as established in section 5.2 of the TRM. When BPA calculates Bonners Ferry's Actual Tier 1 Load (which BPA will use to calculate Bonners Ferry's Load Shaping Billing Determinant), BPA shall subtract (1) the amounts measured by the meters listed in Exhibit E for Moyie, from (2) Bonners Ferry's Total Retail Load.

3.2 Demand Charge

BPA shall charge Bonners Ferry the Demand Charge, as established in section 5.3 of the TRM. When BPA calculates Bonners Ferry's Tier 1 Customer System Peak, the Tier 1 Customer System Peak demand amount will not include the measured amount for Moyie Dam In Meter Point 2676.

3.3 Reservation Fee for GMS

By September 15, 2011 and by September 15 of each Rate Case Year thereafter, BPA shall determine, and update the table below with, Bonners Ferry's monthly reservation fee for Moyie for the upcoming Rate Period. BPA shall calculate Bonners Ferry's reservation fee using an expected outage ratio

for Moyie, based on past generation data, and the Demand Rate as established in BPA's Wholesale Power Rate Schedules and GRSPs.

Monthly GMS Reservation Fee					
Fiscal Year	2012	2013	2014	2015	2016
\$/month	874	874	771	771	866
Fiscal Year	2017	2018	2019	2020	2021
\$/month	866	809	809		
Fiscal Year	2022	2023	2024	2025	2026
\$/month					
Fiscal Year	2027	2028			
\$/month					

4. LIMITATIONS ON EXCHANGE OF EXISTING RESOURCES

4.1 Option on Full ASC Participation and Alternative Contract

BPA's 2008 Average System Cost (ASC) Methodology limits the loads and resource costs included in ASCs for consumer-owned utilities that sign a CHWM Contract. The TRM establishes a Tier 1 PF Exchange Rate for such consumer-owned utilities. Pursuant to section 12.2 of the body of this Agreement and section 20 of the Residential Purchase and Sale Agreement (RPSA), Bonners Ferry is contractually precluded from seeking or receiving Residential Exchange Program (REP) benefits based on an ASC other than as provided for in Section IV(G) of the 2008 ASC Methodology or its successor.

BPA and Bonners Ferry understand and acknowledge that this is the first time BPA has attempted to implement an REP with two different ASC cost structures and two differing levels of benefits, and that as a consequence, the implementation of the REP may be revised over time. Because of the contractual preclusions in the paragraph above and because a limited number of consumer-owned utilities with CHWM Contracts may participate in the REP, the intent of this section 4 is to provide limited protection to such consumer-owned utilities from future changes in the REP.

Any impact to Bonners Ferry's access to REP benefits, pursuant to section 5(c) of the Northwest Power Act, as a result of an action taken by BPA as required by a statutory change or final judicial action shall not be considered an Action as provided in section 4.2 below, shall not be subject to the criteria provided in section 4.3 below, and shall not make available the option provided in section 4.4 below.

Absent the exercise by Bonners Ferry of the option set forth in section 4.4 below, nothing in this section 4 is intended to alter the application of any provision of the ASC Methodology.

4.2 Actions

If BPA takes any of the following Actions and such Actions meet the criteria specified in section 4.3, then Bonners Ferry may elect the option set forth in section 4.4 below.

Action 1. BPA adopts, in a final record of decision issued in a section 7(i) proceeding for a Rate Period, a Base Tier 1 PF Exchange Rate for customers with CHWM Contracts which is calculated in a manner that differs from the following:

$$\text{Base T1 PF Exchange Rate} = \frac{(\text{PFCosts} - \text{PFCredits}) - (\text{T2Costs} - \text{T2Credits})}{\text{PFLoad} - \text{T2Load}} + \text{TmnAddr}$$

Where:

Base T1 PF Exchange Rate is the Base Tier 1 PF Exchange rate prior to the final allocation of any rate protection costs arising from the section 7(b)(2) rate test, as determined in each 7(i) Process.

PFCosts are all costs allocated in a 7(i) Process to the Priority Firm rates when the Base PF Exchange rate is calculated (also known as the unbifurcated PF rate) and prior to any reflection of the tiering of the PF Preference rate.

PFCredits are all credits allocated in a 7(i) Process to the Priority Firm rates when the Base PF Exchange rate is calculated (also known as the unbifurcated PF rate) and prior to any reflection of the tiering of the PF Preference rate.

T2Costs are all costs allocated in a 7(i) Process to Tier 2 Cost Pools.

T2Credits are all credits allocated in a 7(i) Process to Tier 2 Cost Pools.

PFLoad is the BPA forecast of load used to determine the unbifurcated PF rate in a 7(i) Process.

T2Load is the BPA forecast of load used to determine Tier 2 Rates in a 7(i) Process.

TmnAddr is the same unit charge for transmission added to the Base PF Exchange rate.

The Tier 1 PF Exchange rate used to calculate Bonners Ferry's REP benefits is the Base Tier 1 PF Exchange rate as modified by any Supplemental 7(b)(3) Rate Charge, as determined in each 7(i) Process and may be adjusted pursuant to the Supplemental 7(b)(3) Rate Charge Adjustment, any cost recovery adjustment clause, and any dividend

distribution clause, as determined to be applicable to the Tier 1 PF Exchange rate in a 7(i) Process.

Action 2. BPA adopts, in a final record of decision, policy or interpretation, a method of calculating Bonners Ferry's ASC for a Fiscal Year(s) of an Exchange Period pursuant to BPA's 2008 ASC Methodology or its successor that differs from the following formula:

$$\text{RHWM ASC} = \frac{\text{Contract System Cost} - \text{NewRes\$}}{\text{Contract System Load} - \text{NewResMWh}}$$

Where:

RHWM ASC is the ASC for Bonners Ferry for an Exchange Period, as defined by BPA's 2008 ASC Methodology.

Contract System Cost is as defined in BPA's 2008 ASC Methodology.

NewRes\$ is the forecast cost of resources (including purchased power contracts) used under this Agreement to serve Bonners Ferry's Above-RHWM Load. Such resources are exclusive of Bonners Ferry's Existing Resources for CHWMs as specified in Attachment C, Column D, of the TRM, and exclusive of purchases of power at Tier 1 Rates from BPA. The costs included in NewRes\$ will be determined using a methodology similar to Appendix 1 Endnote d of BPA's 2008 ASC Methodology.

Contract System Load is as defined in BPA's 2008 ASC Methodology.

NewResMWh is the forecast generation from resources (including purchased power contracts) used under this agreement to serve Bonners Ferry's Above-RHWM Load. Such resources are exclusive of Bonners Ferry's Existing Resources for CHWMs specified in Attachment C, Column D, of the TRM, and exclusive of purchases of power at Tier 1 Rates from BPA.

Action 3. BPA offers Bonners Ferry an RPSA with an Exchange Load used to calculate Bonners Ferry's REP benefits payments that differs from the following formula, or interprets such RPSA in a manner that differs from the following formula:

$$\text{Actual RHWM Exchange Load} = \text{RRL} \times \text{T1Pctg}$$

Where:

Actual RHWM Exchange Load is the monthly residential and small farm load of Bonners Ferry used to calculate the actual monthly REP payments to Bonners Ferry as specified in the RPSA.

RRL is Bonners Ferry's actual total qualifying residential and small farm retail load for a month as specified in the RPSA.

$$\text{T1Pctg} = \frac{\text{T1MWh} + \text{ExistResMWh}}{\text{TRL} - \text{NLSL}}$$

Where:

T1Pctg is BPA's forecast percentage of Bonners Ferry's load that is expected to be served by purchases of power at Tier 1 Rates from BPA and from Bonners Ferry's Existing Resources for CHWM, and will be computed for each Fiscal Year of the applicable Rate Period. Such computation will be performed in the applicable RHWM Process for the Rate Period.

T1MWh is the amount of power at Tier 1 Rates BPA forecasts to be purchased by Bonners Ferry from BPA in each Fiscal Year of a Rate Period as forecast in each RHWM Process for a Rate Period.

ExistResMWh is the specified output of Bonners Ferry's Existing Resources for CHWM, as specified in Attachment C, Column D, of the TRM.

TRL is BPA's forecast of Bonners Ferry's Total Retail Load in each Fiscal Year of a Rate Period as forecast in each RHWM Process for a Rate Period.

NLSL is BPA's forecast of Bonners Ferry's New Large Single Loads in each Fiscal Year of a Rate Period as forecast in each RHWM Process for a Rate Period.

Action 4. BPA adopts a final record of decision, policy or interpretation that changes the terms of the TRM or the 2008 ASC Methodology applicable to REP participants with CHWM Contracts and such change is not encompassed in Actions 1-3, and such change meets the criteria in section 4.3 for application of the option in section 4.4.

4.3 **Criteria**

The option set forth in section 4.4 below is available to Bonners Ferry if BPA has taken any of the Actions 1-4 set forth in section 4.2 and the Actions taken, when considered in combination with all BPA actions being undertaken at that time, result in a material reduction in the REP benefits of the class of REP participants with CHWM Contracts. A reduction shall not be "material" for purposes of this section 4.3 if such Action(s), when considered in combination with all BPA actions being undertaken at that time, are applied to the provisions applicable to all REP participants and produce the same or comparable effects on all REP participants, even if such Action(s) results in an otherwise material reduction in the REP benefits of the class of REP participants with CHWM Contracts.

4.4 **Option**

If Bonners Ferry believes that BPA has taken any of the Actions 1 through 4 set forth in section 4.2 that satisfies the criteria for this option as set forth in

section 4.3, and if BPA has provided a public comment process as part of BPA's decision process (for the relevant Action of Actions 1 through 4 set forth in section 4.2) in which Bonners Ferry has commented that BPA was proposing or about to take such Action, then Bonners Ferry, within 30 calendar days of BPA taking such alleged Action(s), may provide written notice to BPA in accordance with section 20 of this Agreement requesting an alternative power sales contract without a CHWM. Upon receipt of such written notice, BPA shall review the request and, within 60 calendar days, issue a written statement regarding whether the criteria of section 4.3 have been satisfied.

- 4.4.1 If BPA believes the criteria of section 4.3 have not been satisfied, the dispute shall be resolved through the dispute resolution provisions in section 22 of this Agreement, provided, however, that the sole function of arbitration shall be to determine whether the criteria of section 4.3 have been satisfied, not the exclusive remedy of money damages set forth in section 22.4 of this Agreement. If the dispute resolution results in a final determination that the criteria of section 4.3 have been satisfied, BPA shall have 90 calendar days from the date of such final determination to take curative action to restore the REP benefits of the class of REP participants with CHWM Contracts to the level that would have existed had BPA not taken the Action(s) that resulted in the criteria of section 4.3 being satisfied; provided, however, that if BPA elects not to take such curative action within such 90 day period, BPA shall have 180 calendar days after the date of such determination to offer to Bonners Ferry an alternative power sales contract without a CHWM.
- 4.4.2 If BPA determines that the criteria of section 4.3 have been satisfied, BPA shall have 90 calendar days from the date of such determination to take curative action to restore the REP benefits of the class of REP participants with CHWM Contracts to the level that would have existed had BPA not taken the Action(s) that resulted in the criteria of section 4.3 being satisfied; provided, however, that if BPA elects not to take such curative action, it shall have 180 calendar days after the date of such determination to offer to Bonners Ferry an alternative power sales contract without a CHWM.
- 4.4.3 Such alternative power sales contract shall be for the same purchase obligation in section 3 of this Agreement that is in effect at the time the notice under this section 4.4 is provided to BPA. Bonners Ferry acknowledges that the terms and conditions of such alternative power sales contract may vary from those contained in the CHWM Contract.
- 4.4.4 Bonners Ferry shall notify BPA in accordance with section 20 no later than 60 calendar days after the date of its receipt of such alternative power sales contract whether it will terminate its CHWM Contract and execute such alternative power sales contract, or retain its CHWM Contract. If Bonners Ferry fails to notify BPA within the 60-day period

of its decision regarding its CHWM Contract, BPA's offer of the alternative power sales contract without a CHWM shall be withdrawn as of the 61st day and Bonners Ferry will be conclusively presumed to have elected to retain its CHWM Contract.

4.4.5 If Bonners Ferry provides BPA timely notice of its election to terminate its CHWM Contract and executes the alternative power sales contract, service under such alternative power sales contract shall not commence until the beginning of the Rate Period immediately following the Rate Period in which the alternative power sales contract is executed. Termination of Bonners Ferry's CHWM Contract shall be effective at commencement of service under the alternative power sales contract.

5. REVISIONS

This exhibit shall be revised by mutual agreement of the Parties to reflect additional products Bonners Ferry purchases during the term of this Agreement.

6. SIGNATURES

The Parties have executed this revision as of the last date indicated below.

THE CITY OF BONNERS FERRY, IDAHO

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____

By _____

Name _____
(Print/Type)

Name Michael R. Normandeau
(Print/Type)

Title _____

Title Account Executive

Date _____

Date _____

(PSE-W:\power\CONTRACT\CUSTOMER\Bonners Ferry.cty\13010\Exh D\13010 Exh D R4.doc) 08/16/17



Revision No. 1, Exhibit F
TRANSMISSION SCHEDULING SERVICE
Effective October 1, 2017

This revision replaces Exhibit F to incorporate the terms and conditions of the Transmission Scheduling Service, which includes the Transmission Curtailment Management Service (TCMS), associated with Bonners Ferry's Above-RHWM Load elections.

1. DEFINITIONS, PURPOSE AND PARAMETERS

1.1 Definitions

1.1.1 "Planned Transmission Outage" means an event that reduces the transmission capacity on a segment of the transmission path used to deliver Bonners Ferry's Dedicated Resource prior to the initial approval of the E-Tag.

1.1.2 "Transmission Curtailment" means an event that is initiated by a transmission provider through a curtailment to the E-Tag as a result of transmission congestion or an outage on the path used to deliver Bonners Ferry's Dedicated Resource.

1.1.3 "Transmission Event" means a Planned Transmission Outage or a Transmission Curtailment.

1.2 Purpose

Transmission Scheduling Service is provided by Power Services to help Bonners Ferry manage certain aspects of its BPA Network Integration Transmission Service Agreement (BPA NT Agreement), to allow BPA to use the inherent flexibilities of Bonners Ferry's network rights in combination with other network customers' rights to manage BPA's power resources efficiently, and to provide seamless scheduling for Transfer Service customers.

1.3 Parameters of Transmission Scheduling Service

Beginning October 1, 2011, and through the term of this Agreement, Power Services shall provide and Bonners Ferry shall purchase Transmission Scheduling Service. Power Services shall schedule Bonners Ferry's federal power and Dedicated Resources to Bonners Ferry's Total Retail Load under Bonners Ferry's BPA NT Agreement and/or other transmission agreement(s). Power Services shall not provide Transmission Scheduling Service for anything other than delivery to Bonners Ferry's Total Retail Load.

Power Services shall perform all necessary prescheduling and real-time scheduling functions, and make other arrangements and adjustments, consistent with any RSS products and any other products and services Bonners Ferry is purchasing from Power Services. Bonners Ferry shall continue to be responsible for all non-scheduling provisions of its

transmission agreement(s) used to serve Bonners Ferry's Total Retail Load, in accordance with the applicable OATT, including, but not limited to, the designation and undesignation of Network Resources, as defined by the applicable OATT.

Bonners Ferry shall be subject to the rates, terms and conditions for Transmission Scheduling Service specified in BPA's applicable Wholesale Power Rate Schedules and GRSPs.

2. ASSIGNMENT OF SCHEDULING RIGHTS

Prior to Power Services providing Transmission Scheduling Service, Bonners Ferry shall:

- (1) notify Transmission Services that Power Services is the scheduling entity for service taken under Bonners Ferry's BPA NT Agreement;
- (2) assign Power Services the right to acquire and manage secondary service pursuant to section 28.4 of the BPA OATT as necessary to fulfill BPA's obligations under this Agreement; and
- (3) provide copies of Bonners Ferry's transmission agreement(s) used to serve Bonners Ferry's Total Retail Load.

Additionally, over the term of this Agreement, Bonners Ferry shall provide Power Services with any additional transmission agreements Bonners Ferry enters into which are used for service to its Total Retail Load and all amendments and modifications to current copies of Bonners Ferry's transmission agreement(s).

3. LOAD FORECAST

If a daily load forecast is required by Bonners Ferry's transmission agreement(s), then BPA shall develop the daily and hourly load forecasts for Bonners Ferry's Total Retail Load. Bonners Ferry shall cooperate with BPA in all load forecasting. If any load specific information is needed for developing a daily or hourly load forecast, then Bonners Ferry shall provide such information in a timely manner.

4. SCHEDULING OF BONNERS FERRY'S DEDICATED RESOURCES

This section 4 shall not apply to Bonners Ferry's following Dedicated Resource(s): Moyie. BPA may unilaterally revise this list pursuant to section 9 of this exhibit.

4.1 Prescheduling

Bonners Ferry shall submit a delivery schedule to Power Services for its Dedicated Resources for delivery to its Total Retail Load which shall include information such as the source, any points of receipt, any Open Access Same-time Information System (OASIS) reservation reference numbers needed for the delivery of non-federal power, the daily megawatt profile, and all purchasing selling entities in the path. This delivery schedule shall be submitted to Power Services by the earlier of one hour prior to the close of the firm transmission prescheduling deadline associated with the transmission agreement(s) used to deliver power to Bonners Ferry's Total Retail Load, or

1100 hours Pacific Prevailing Time (PPT) on the preschedule day. However, if any of Bonners Ferry's Dedicated Resources are to be delivered over secondary network transmission pursuant to section 4.3.4.1.2 below, then Bonners Ferry shall submit its delivery schedule for such resource to Power Services by 1300 hours PPT on the preschedule day.

Bonners Ferry shall submit all required prescheduled information in a format specified by Power Services.

At Power Services' request, Bonners Ferry shall provide Power Services information on real power losses associated with Bonners Ferry's transmission agreement(s).

4.2 Real-Time Scheduling

Power Services shall accept megawatt adjustments to Bonners Ferry's Dedicated Resource schedule(s) up to the earlier of 45 minutes prior to the hour of delivery or 25 minutes prior to the earliest of the transmission real-time scheduling deadlines associated with delivery of power to Bonners Ferry's Total Retail Load.

Bonners Ferry shall submit all required real-time scheduling information in a format specified by Power Services.

4.3 Transmission Curtailments

4.3.1 Notification Preference

Prior to the delivery of Bonners Ferry's Dedicated Resources to Bonners Ferry's load, Bonners Ferry shall notify BPA whether it wants to receive either an electronic copy of the E-Tag or an e-mail of a Transmission Curtailment that impacts any of Bonners Ferry's Dedicated Resources. If Bonners Ferry chooses notification of Transmission Curtailments by e-mail, then Bonners Ferry shall provide BPA a single e-mail address for BPA to send such notifications to, and the Parties shall revise the table in section 4.3.6 below to include the e-mail address. BPA shall notify Bonners Ferry no later than ten minutes after a Transmission Curtailment.

4.3.2 Transmission Curtailment Management Service (TCMS)

As a feature of Transmission Scheduling Service, BPA shall provide Transmission Curtailment Management Service (TCMS) for certain Bonners Ferry Dedicated Resources that require an E-Tag for delivery. TCMS coverage shall apply when Transmission Events impact eligible resources, with certain limitations as described throughout this section 4.3.

In accordance with the BPA OATT, TCMS coverage shall not apply while Transmission Services is redispatching Bonners Ferry's Dedicated Resource(s) to serve Bonners Ferry's load during a Transmission Event.

4.3.3 Curtailment and Outage Terms and Conditions for Resources without TCMS

This section 4.3.3 shall apply to Bonners Ferry's Dedicated Resources for which Power Services is not providing TCMS coverage.

4.3.3.1 If a Transmission Curtailment occurs prior to 45 minutes before the hour of delivery, then Bonners Ferry shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which Bonners Ferry is located, and notifying Power Services of the revised delivery schedule prior to 45 minutes before the hour of delivery.

If Power Services is unable to secure secondary network transmission for the replacement resource because Bonners Ferry did not notify Power Services of the revised delivery schedule prior to 45 minutes prior to the hour of delivery or secondary network transmission is unavailable, then Bonners Ferry shall be subject to charges consistent with the provisions of this Agreement and all related products and BPA's power rate schedules, including UAI charges.

4.3.3.2 Power Services shall not accept replacement delivery schedules for Transmission Curtailments that occur less than 45 minutes before the delivery hour. Bonners Ferry shall be subject to charges consistent with the provisions of this Agreement and all related products and BPA's power rate schedules, including UAI charges.

4.3.3.3 If a Planned Transmission Outage is announced prior to Bonners Ferry's submission of a delivery schedule in preschedule, then Bonners Ferry shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which Bonners Ferry is located, and notifying Power Services of the revised delivery schedule prior to the preschedule deadline described in section 4.1 of this exhibit.

4.3.4 TCMS Coverage Eligibility, Determination and Termination

4.3.4.1 Eligibility of Resources for TCMS Coverage

4.3.4.1.1 Firm Transmission

Power Services shall provide TCMS coverage for Bonners Ferry's Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

4.3.4.1.2 Mid-C Resource Over Non-Firm

Power Services shall provide TCMS coverage for Bonners Ferry's Dedicated Resource if such resource is: (1) a WSPP Schedule C market purchase delivered to Mid-C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD; (2) a WSPP Schedule C market purchase from BPA at BPA Power (which does not need to be delivered to Mid-C); or (3) a market purchase under the Edison Electric Institute Master Power Purchase & Sale Agreement, Version 2.1 or its successor, Schedule P: "Firm (LD)" or "Firm (No Force Majeure)" delivered to Mid-C Remote, NW Hub, BPAT.CHPD, BPAT.GCPD, or BPAT.DOPD. Such resources shall be scheduled from Mid-C or the Federal Columbia River Power System to Bonners Ferry's Total Retail Load over non-firm secondary network transmission.

For purposes of this Exhibit F, such resource will be referred to as "Mid-C Resource Over Non-Firm".

4.3.4.1.3 Actively Obtaining Firm Transmission

Power Services shall provide TCMS coverage for Bonners Ferry's Dedicated Resource if Bonners Ferry has submitted a request for firm network transmission to Transmission Services for such resource and that resource has been granted firm transmission by all other applicable providers, except as described in section 4.3.7.1 of this exhibit.

4.3.4.2 Termination of TCMS Coverage

If, consistent with section 4.3.4.1.3 above, BPA is providing TCMS coverage to Bonners Ferry for a Dedicated Resource that has not been granted firm network transmission and the request for firm network transmission for such Dedicated Resource is withdrawn, or if such request declined or invalidated without a timely resubmission of a similar request, then Bonners Ferry shall notify BPA immediately and BPA shall terminate the provision of TCMS for Bonners Ferry's Dedicated Resource ten Business Days after such notification.

4.3.5 This Section Intentionally Left Blank

4.3.6 TCMS Coverage by Resource

The Parties shall list Bonners Ferry's Dedicated Resources that require an E-Tag in the table(s) below, and indicate whether Bonners

Ferry shall purchase TCMS for each resource. BPA shall update the table(s) below as needed.

4.3.6.1 Dedicated Resource(s) Served over Firm Transmission or Actively Seeking Firm Transmission

FY 20<##> - FY 20<##>						
Name of Dedicated Resource			Location of Resource (Balancing Authority Area)		Name and E-mail address of Bonners Ferry scheduling contact	Name and E-mail address of contact at resource
None at this time.						
Firm Network Transmission			TCMS Coverage		All Applicable OASIS Assignment Reference Numbers (AREF)	Contract path for delivering resource (Source-POR-POD-Sink)
Yes	No	In Process	Yes	No		

4.3.6.2 Mid-C Resource(s) Over Non-Firm

Mid-C Resource Over Non-Firm for FY 20<##> - FY 20<##>					
Name of Dedicated Resource		TCMS Coverage		Name and E-mail address of Bonners Ferry scheduling contact	Name and E-mail address of contact at Purchasing-Selling Entity
		Yes	No		
None at this time.					

4.3.7 Curtailment and Outage Terms and Conditions for Resources with TCMS Coverage

For Dedicated Resources with TCMS coverage identified in section 4.3.6 above, however not including Mid-C Resources Over Non-Firm, BPA shall deliver replacement power to Bonners Ferry during any Transmission Event that is announced for the hour(s) of delivery that affects Bonners Ferry’s Dedicated Resource, through the duration of the Transmission Event, if any of the following occur:

- (1) the Transmission Event affects any firm Point-to-Point Transmission used to deliver the resource to Bonners Ferry’s load, as identified in section 4.3.6 of this exhibit; or,
- (2) the Transmission Event affects the secondary network transmission used to deliver the resource to Bonners Ferry’s load, as identified in section 4.3.6 of this exhibit; or,
- (3) Transmission Services has curtailed firm network transmission pursuant to section 33.6 or 33.7 of the BPA OATT.

For Mid-C Resources Over Non-Firm, per section 4.3.4.1.2 above, with TCMS coverage identified in section 4.3.6 above, BPA shall deliver

replacement power to Bonners Ferry load during any Transmission Event that is announced for the hour(s) of delivery that affects Bonners Ferry's Mid-C Resource Over Non-Firm, through the duration of the Transmission Event, if the Transmission Event affects the secondary network transmission used to deliver the resource between Mid-C or BPA Power and Bonners Ferry's load.

If the Transmission Event is multiple hours in duration, BPA shall provide TCMS coverage for the entire Transmission Event. During any Planned Transmission Outage that impacts Bonners Ferry's Dedicated Resource with TCMS coverage, BPA may, at BPA's sole discretion, obtain alternate transmission from such resource to Bonners Ferry's load instead of delivering replacement power to Bonners Ferry's load. If a Planned Transmission Outage affects a Dedicated Resource with TCMS coverage, then Power Services shall notify Bonners Ferry of such Planned Transmission Outage.

If a Planned Transmission Outage is cancelled or adjusted such that Bonners Ferry is able to deliver any portion of the resource to load normally during any portion of the previously announced Planned Transmission Outage, then Bonners Ferry shall do so.

4.3.7.1 Limitations on the Frequency of TCMS Coverage

If Bonners Ferry is purchasing TCMS for a Dedicated Resource with firm transmission from all applicable providers, or if Bonners Ferry is purchasing TCMS for a Dedicated Resource as provided for in section 4.3.5, then BPA shall provide TCMS without the following limits identified in this section 4.3.7.1.

If, pursuant to section 4.3.4 above, BPA has allowed Bonners Ferry to purchase TCMS for a resource that has not yet been granted firm network transmission but Bonners Ferry is actively engaged in the process of obtaining firm network transmission, then throughout each Fiscal Year for each such resource, BPA shall periodically assess how frequently TCMS has been needed during that Fiscal Year. If BPA determines that in such Fiscal Year TCMS has been used to replace such Dedicated Resource in ten separate occurrences, where each occurrence TCMS was used was due to a separate Transmission Event on a different day, and for a cumulative total of at least 168 hours, BPA may terminate Bonners Ferry's TCMS coverage for such resource 30 days after providing notice to Bonners Ferry.

4.3.7.2 TCMS Payment Obligations

Bonners Ferry shall be subject to charges for Transmission Scheduling Service, including applicable costs for TCMS, consistent with the provisions of this Agreement and BPA's

Wholesale Power Rate Schedules and GRSPs, including any applicable UAI charges. Additionally, during a Transmission Event, BPA shall not assess a UAI charge on a Dedicated Resource with TCMS coverage; provided, however if Bonners Ferry applies a Mid-C Resource Over Non-Firm with TCMS coverage, then BPA shall not assess a UAI charge if a Transmission Event affects the secondary network transmission used to deliver the power between Mid-C or BPA Power and Bonners Ferry's load.

4.3.8 TCMS Coverage after Termination

If TCMS coverage is terminated, pursuant to section 4.3.4 or 4.3.7.1 of this exhibit, Bonners Ferry shall be responsible for obtaining replacement power during any Transmission Event that impacts such Dedicated Resource and for any applicable UAI charges that may apply pursuant to section 4.3.3 above.

In addition, for any resource for which BPA has terminated TCMS coverage due to frequency of use, as described in section 4.3.4 or 4.3.7.1 of this exhibit, BPA shall allow Bonners Ferry to resume purchasing TCMS for the resource only after Bonners Ferry notifies BPA that such resource has obtained firm network transmission.

5. E-TAGS

To the extent E-Tags are required by transmission provider(s), Power Services shall create all E-Tags necessary for delivery of energy to Bonners Ferry's Total Retail Load.

6. GENERATION IMBALANCE

Bonners Ferry shall be responsible for costs associated with deviations between the scheduled Dedicated Resources for an hour and the actual generation produced across such hour; provided, however, if Bonners Ferry submits a delivery schedule consistent with all provisions of this exhibit and BPA receives that delivery schedule, and a generation imbalance results from a BPA scheduling error, then BPA shall accept responsibility for the generation imbalance associated with the BPA scheduling error.

7. PENALTIES

If Bonners Ferry fails to submit prescheduling or real-time scheduling information to BPA as required and by the deadlines in section 4 of this exhibit, then Bonners Ferry may be subject to applicable UAI charges, consistent with BPA's applicable Wholesale Power Rate Schedules and GRSPs.

8. AFTER THE FACT

BPA and Bonners Ferry agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and Bonners Ferry shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

9. REVISIONS

9.1 BPA's Right to Revise the Exhibit

BPA may unilaterally revise this exhibit:

- (1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or
- (2) to comply with requirements of WECC, NAESB, or NERC, or their successors or assigns, or
- (3) to update the table in section 4.3.6 to reflect which resources BPA provides TCMS for.

BPA shall provide a draft of any material revisions of this exhibit to Bonners Ferry, with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to Bonners Ferry unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

9.2 Bonners Ferry's Right to Cease Purchasing Transmission Scheduling Service and the Associated Exhibit Revision

If Bonners Ferry is no longer purchasing:

- (1) BPA's Diurnal Flattening Service; or
- (2) BPA's Secondary Crediting Service; or
- (3) power from BPA at a Tier 2 rate;

then Bonners Ferry, with six months' notice to BPA, may elect to cease purchasing Transmission Scheduling Service from Power Services and the Parties shall modify this exhibit to eliminate the terms and conditions of such service.

10. SIGNATURES

The Parties have executed this revision as of the last date indicated below.

THE CITY OF BONNERS FERRY, IDAHO

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____

By _____

Name _____
(Print/Type)

Name Michael R. Normandeau
(Print/Type)

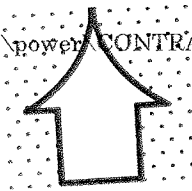
Title _____

Title Account Executive

Date _____

Date _____

(PSE-W:\power\CONTRACT\CUSTOMER\Bonners Ferry.cty\13010\Exh F\13010 Exh F R1.doc) 08/16/17



**HERE
SIGN**

Dave Kramer
PO Box 122
Naples, Idaho 83847
Kramer@meadowcrk.com

August 27, 2017

Mayor and Bonners Ferry Council
PO Box 149
Bonners Ferry, Idaho 83805

RE: Naming Northside park area after Dean Satchwell

Dear Mayor Sims and Council,

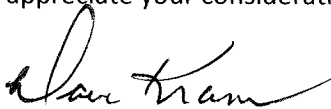
With the recent passing of Dean Satchwell I am requesting that the City give consideration to naming the Northside park area located below Satchwell's former residence as "Dean Satchwell Memorial Park".

Dean and Janet were both very active in our community and well respected. Dean worked for many years with the City, and they served on the City Traffic Safety Committee. In addition to their involvement with the City, Dean was responsible for bringing the idea to Rotary for the annual Rotary Bike Ride, which has been a huge success over the years.

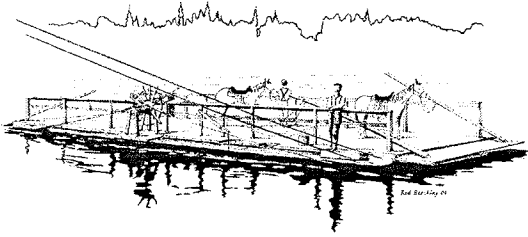
Dean was always helping and giving, and set the example of how others should get involved in the community in which they live. Dean and Janet lived for many years at the top of the City park just above Chinook street and US 95. They both helped maintain areas of the park while living next to it making sure that it was always a well-cared for area.

Dean passed away a week ago after a long battle with cancer, and to dedicate this park in memory of his name and those that are fighting cancer would be a great tribute to a man that has served this community so well.

I appreciate your consideration,

A handwritten signature in black ink that reads "Dave Kramer". The signature is written in a cursive style with a large initial 'D'.

Dave Kramer



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: September 13, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Electric Department - Spillway Repair Design Contract with J-U-B Engineers**

J-U-B Engineers has put together a scope of work, proposed fees, and contract to provide survey and design services for the spillway repair at the Moyie Hydro. This work includes survey and design for repairing the damaged surfaces on the Moyie dam.

With this memo, I am requesting that the Council approve the scope of work, the fees of \$66,000, and authorize the Mayor to sign the contract.

Please call me with any questions about the proposed work.

Thank you,

Mike



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

September 8, 2017

Mike Klaus, City Administrator
City of Bonners Ferry
7232 Main Street
Bonners Ferry, ID 83805

**Re: MOYIE DAM REHABILITATION PROJECT – CITY OF BONNERS FERRY, IDAHO
PROPOSAL WITH SCOPE OF WORK FOR PROFESSIONAL SERVICES**

Dear Mike:

We appreciate your consideration of J-U-B ENGINEERS, Inc. (J-U-B) to provide professional expertise to the City of Bonners Ferry (the City) for the rehabilitation of the Moyie Hydroelectric Dam on the Moyie River, north of the City. We have the necessary experience and expertise to aid you in developing solutions to address the issues the dam is currently experiencing.

We have spoken with you a number of times about the issues with the dam and I have been on site to view it twice. At the time of my latest site visit Friday, August 18, 2017, the water level had been dropped to about 7-feet below the spillway invert. This allowed us to view portions of the back side of the dam that were previously underwater. With the assistance of some of your personnel, we were able to get to the bottom of the spillway and get a better look at the nature and condition of the concrete.

The following is our proposal for professional services to prepare plans and specifications, and provide construction observation, for repairs to the existing concrete dam. The project description, scope of services, estimated fee, and project schedule are based on information gathered in our various conversations with the City over the past few years.

Project Description:

The dam is a concrete mass-gravity type dam with an ogee-shaped pair of spillways down the center face of the dam. Plans for construction of the dam, dated 1948 to 1949, were made available to us for review. In approximate numbers, the height of the dam (from spillway top to bottom) is about 78-feet, and the total length is about 340-feet. There is a 7-foot wide walkway, located about 17-feet above the spillway crest.

A mass gravity dam uses its size, shape and shear-weight to resist the overturning and sliding forces imposed on it by the impounded water. Flow over the spillway sections is controlled by a series of stop logs/panels, which slide down grooves in the concrete piers that support the walkway and extend across the dam. Flows to the penstock and outlet pipes are controlled by steel slide gates.

The main problem affecting the dam is spalling and loss of surface concrete at many locations on the dam, notably the spillway surfaces and the training walls on either side of the spillways. Spalling is quite severe in some areas and the loss of concrete in those areas ranges from 1 to 6 inches in depth.

Past Rehabilitation Efforts:

The dam has undergone rehabilitation efforts in the past with varying degrees of success. Recently the upper surface of the dam and deck (including the bridges over the spillways and the curbs on either side of the walkway) have been replaced with new concrete. These repairs appear to be in good condition at this time. During an earlier repair, the spillway surfaces and parts of the training walls were rehabilitated by adding a layer of shotcrete to the spalled surfaces. The shotcrete served its purpose for a number of years, but it is now failing in places and the repair concrete is being eroded away.

Nature of Original Concrete Mix:

Based on our recent observations, the aggregate used for the original dam concrete appears to be screened river rock. This aggregate is very rounded in nature and varies in size from that of marbles to that of small potatoes. This type of rock has very little ability to interlock with the binding cement and sand matrix, unlike crushed rock aggregate, which we typically specify for modern concrete mixes.

Crushed rock has hundreds of jagged surface facets on each individual stone that will bind tightly with the cement matrix. Even when parts of the aggregate are exposed, it is very hard to remove from the binding cement without considerable force. As the rounded surfaces of the existing concrete are exposed, it is very easy to pull the individual rocks out of the encasing concrete and sand matrix.

We believe that over time the original surface of the concrete began eroding away, (due to a combination of freeze-thaw action and erosion due to moving water and grit) the underlying rounded aggregate became exposed and started to unravel from the cement matrix. Each year new freeze thaw action and surface water-induced erosion works out more and more of the rounded aggregate and exposes the cement matrix.

On vertical surfaces, such as the back face of the dam (where there is limited freeze-thaw and water run-off erosion potential) the original concrete appears to be in good condition and should remain in good condition for many years.

Scope of Services

We propose the following tasks to rehabilitate the concrete surfaces of the structure.

Phase 1 – Project Development Services:

1. Site Survey and 3D LIDAR Scan:
 1. Establish control and benchmarks on project datum as needed to survey the site. Control points (including their coordinate values) will be shown on the survey. Control points previously set by the City will be incorporated into the control network. Horizontal values will be referenced to the NAD83 geodetic datum (projected to ground values) and elevation data will be NAVD88 datum.
 2. Acquire high-precision topographic survey data using 3D LIDAR scanning of the visible features of the dam structure. The scan will include an extremely detailed topographic

surface of the existing concrete conditions, dimensions and high-resolution photographs related to all views of the scan. A 'wire-mesh' TIN surface will be provided to the client as part of the survey for use in planning and evaluation of future projects.

3. Existing construction documents will be researched and referenced along with the LIDAR scanning to develop AutoCAD-based electronic plans, elevations, and sections.
4. Prepare a topographic base map, with cross-sections, for design.
5. Deliver the topographic map in hard copy and AutoCad/Civil3D formats to the client along with point data in comma delimited, text format. Layering, symbolization and drawing formatting will be completed to the normal J-U-B Standard.

Phase 2 – Design Services. The following services will be provided under Phase 2 of this project:

1. *Project Coordination.* J-U-B will coordinate and work with the City, to establish the final design goals and requirements for the project.
2. *Selection of Rehabilitation Methods.* J-U-B will select materials and methods to rehabilitate the deteriorated portions of the dam.
3. *Prepare Sequencing Options.* J-U-B will look at sequencing the construction of the improvements and make timeline recommendations to the City. We understand the City desires to have two to five phases of construction depending on the total repair costs and available funding.
4. *Prepare Plans.* J-U-B will prepare construction plans for the selected items of work. These will include plan and elevation views with sufficient notes, sections, and details to describe the basic structural construction. General structural notes and specifications will be prepared and included on the plans. A construction sequencing plan sheet will also be prepared.
5. *Prepare Specifications.* J-U-B will prepare a set of Specs that will include bidding instructions, draft contractor agreements and supporting contract documents, using City and Idaho Standards for Public Works Construction (ISPWC) standards. J-U-B will provide general and technical specifications for the first phase of construction repairs. Construction phases will be determined during item 2.3 above.
6. *Agency Review and Response.* We will be available to respond to questions and other requests for information from the agency(s) reviewing the plans and specifications.

Phase 3 – Bidding, Award, and Construction Management

The following may be provided, at your request, under Phase 3 of this project.

1. *Agreement Preparation.* J-U-B will prepare the Construction agreement between the selected contractor and the City.
2. *Provide bid support.* Advertise, pre-bid meeting coordination, issue addenda, address bidder questions, and award the project as requested by the City.
3. *Contractor Coordination.* J-U-B will be available to review and respond to questions from the Contractor concerning structural issues, as they arise, during construction.
4. *Construction Observation.* Full time construction observation is not anticipated during construction activities, unless required by permits. However, a construction observer or project engineer will make site visits as required by the Client to meet project needs.

5. **Submittal Review.** J-U-B will provide submittal review for materials, as specified in the bid documents.
6. **Shop Drawing Review.** J-U-B will review structural shop drawings for the project.
7. **Construction Management Services.** J-U-B will perform construction management services during the construction the first phase of the project. J-U-B design engineer, with the project engineer oversight, will monitor the project for completion in accordance with the specifications.
8. J-U-B will prepare recommendations for payment from contractor Applications for Payment, Change Orders and Field Orders as needed.

Additional Services. Services that are not included under either Phase 1, 2, or 3 of this project, which could be provided as additional services, include the following:

1. **Redesign of Finished Plans.** Redesign and revision of finished plans due to changes requested by the Owner or Contractor.
2. **Record Drawings.** Preparation of revised Drawings at the conclusion of construction to reflect as-constructed conditions.

Schedule of Services. At this time, we have not discussed in detail your schedule for completing construction documents. If selected to work with you, we will begin design work as soon as Survey and field work is complete, and our workload permits. We will then work with you to complete plans and specifications in a timely fashion. At this time, we believe that we could begin work on this project within approximately 10 to 20 working days after receipt of an official Notice to Proceed from your office.

We estimate the time to complete the field data acquisition and computer generation of results for Phase 1 of the project at about 15 working days. The estimated time required to complete our construction plans and specifications for Phase 2 of the project at an additional 45 working days.

Fees for Professional Services. We propose to provide the basic structural design services described in this letter for the following:

Phase 1 – Project Development (Lump Sum)	\$26,500.00
Phase 2 – Design Services (Lump Sum)	\$39,500.00

Phase 3 – Bidding, Award and Construction Management Services (Time and Materials). Total fee for the Construction Phase could vary significantly, depending on the number of site visits that are requested. A budget range for this project could be \$12,000 and up depending on assistance requested.

Additional services – at City request, additional services may be provided either on a Time and Materials basis, or at a negotiated Lump Sum. We can furnish an estimated fee for additional services upon request.

This proposal is based on the assumption that we will use J-U-B’s standard form of agreement for professional services.

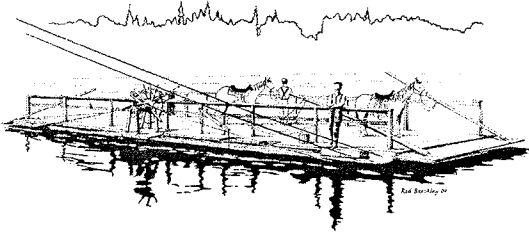
After you have had a chance to review the information in this letter, please call either of us at 208-762-8787 with any questions you may have.

Sincerely;

J-U-B ENGINEERS, Inc.

David L. Barnett, S.E.
Structural Engineer

Jay Hassell, P.E.
Project Manager



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: September 13, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Sewer Department - Contract with J-U-B Engineers**

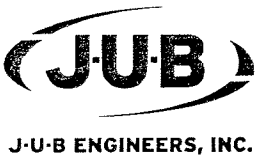
J-U-B Engineers has put together a scope of work, proposed fees, and contract to provide design services for sewer main replacement on the sewer bridge. This is a project that has been in the works for a few years, and the City received a ICDBG grant for \$350,000, which should fund approximately half of the project. This work is scheduled for mid-2018.

With this memo, I am requesting that the Council approve the scope of work, the fees of \$132,600, and authorize the Mayor to sign the contract.

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.: 20-17-
J-U-B Project Manager: BMC

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: Replace the existing suspension bridge forcemain and associated valves. 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: Prior reports, associated record drawing, and access as needed.

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	<u>Mike Klaus</u>	Work telephone	<u>208 267 0357</u>
	Address	<u>City of Bonners Ferry</u>	Home/cell phone	<u>208 946 9488</u>
		<u>7232 Main Street</u>	FAX telephone	_____
		<u>Bonners Ferry, ID 83805</u>	E-mail address	<u>mklaus@bonnersferry.id.gov</u>

For J-U-B:

1.	Name	<u>Brett M. Converse</u>	Work telephone	<u>208 762 8787 / 208 365 7281</u>
	Address	<u>J-U-B Engineers</u>	Cell phone	<u>208 661 2964</u>
		<u>123 S. Third Ave. Suite 21</u>	FAX telephone	_____
		<u>Sandpoint, ID 83864</u>	E-mail address	<u>bconverse@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: See 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: See Attachment 1.

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): See Attachment 1. 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: **Bonnors Ferry River Crossing Forcemain Replacement**

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:
City of Bonnors Ferry

NAME
7232 Main Street

STREET
Bonnors Ferry ID 83805

CITY / STATE / ZIP CODE

BY (Signature)
David Sims, Mayor

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
123 S Third Ave. Suite 21

STREET
Sandpoint ID 83864

CITY / STATE / ZIP CODE

BY (Signature)
Stephen P. James, Area 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

REV: 1/15

DISTRIBUTION: Accounting; Project File; CLIENT

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 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.

**ATTACHMENT 1 TO AGREEMENT BETWEEN
CITY OF BONNERS FERRY (BONNERS FERRY) AND
THE CONSULTANT (J-U-B ENGINEERS, Inc.)
FOR
KOOTENAI RIVER CROSSING: SEWER FORCEMAIN REPLACEMENT PROJECT**

SCOPE OF WORK AND BUDGET

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

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.

PART 1 – SCOPE OF WORK

Background and Overview

The City of Bonners Ferry (CLIENT) is seeking professional engineering services from J-U-B ENGINEERS, Inc. (J-U-B or ENGINEER) for wastewater and structural engineering. The scope of work will include engineering services to assist the Client with replacement of an existing bridge-mounted, river crossing forcemain and associated valve and piping improvements.

The City of Bonners Ferry conveys wastewater from the areas south of the Kootenai River to their Wastewater Treatment Facility through two primary lift stations; Lift Station No. 2 and No. 5. These two lift stations utilize a common 8-inch diameter Asbestos Cement (AC or Transite) forcemain (~1,300 feet) from the southern bank of the Kootenai River to the WWTP on the north side of the River. The pipeline is mounted to a cable-stay utility bridge for the river crossing owned by the City of Bonners Ferry. The purpose of this project is to replace the existing pipeline across the length of the bridge with dedicated 6-inch diameter forcemains for Lift Station 2 and 5 (two new 6-inch pipes replacing the single 8-inch pipe). Forcemains from Lift Station No. 2 and No. 5 will be intercepted near the south end of the bridge and routed over the bridge to the north side of the river and connected to the existing forcemain to the primary lagoon. Valves and interconnecting piping will be constructed to allow each pipeline to serve as a backup to the other. The pipes will be isolated temporarily after constructed and pressure tested independently across the river reach. The pipeline from the north end of the bridge to the WWTP will not be replaced as part of this project scope.

The upgrades identified above are understood to be included in a single project that will be competitively bid in accordance with Idaho statutes. The following scope of services has therefore been developed with the following main tasks to support this project:

- Task 1 – Preliminary Concept Design and Preliminary Engineering Report
- Task 2 – Final Design Phase Services
- Task 3 - Bid, Award, and Construction Phase Services
- Task 4 – Management Reserve (Additional Service)

Basic Services - J-U-B's Basic Services under this Agreement are limited to Task 1 and Task 2. CLIENT reserves the right to add subsequent Tasks or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

Task 1 – Preliminary Concept Design and Preliminary Engineering Report

Subtask 100 - Kick-Off Meeting: Conduct a Kick-Off meeting with the CLIENT and operations staff to define project goals, review a preliminary list of layout options, discuss project schedule, discuss work by CLIENT, and other project objectives.

Subtask 200 – Survey and Basemap Development

Topographic survey:

- Complete a topographic survey of the project area to provide information for design and a base map for the drawings. The survey will collect general building and surface information between Lift Station 2 and the south side of the Bridge and areas within 150 feet of the bridge abutment. On the north side of the bridge survey will extend for approximately 150 feet around the existing bridge abutment, including surface features such as drainages, roads, fences, structures, valves, building corners, utility poles, equipment, signs, and underground utilities marked in the field by CLIENT.
- A boundary survey is not included in this scope of services. Property pins will be identified and located by the field crews in this survey wherever they are readily recoverable as part of their overall survey effort.
- J-U-B will request locates from Digline and CLIENT. Existing utilities identified and located by others will be surveyed as marked and available; utilities identified in record drawings will be included in the project base map in an approximate way only.
- Supplement the topographical survey with information as available from record drawings and / or design drawings provided by CLIENT. J-U-B will rely on such information provided by others for purposes of design. Exposed elements critical for design may be confirmed in the field through surveying or field measurements. Survey of the bridge structure deck (spanning the river) is not included in this Scope of Work. Bridge elements are anticipated to be utilized from existing record drawing information provided by the City.

Subtask 300 - Environmental Permitting (USACE 404)

The project will likely require excavation in the dike, or boring through the dike with the new pipelines on both the north and south river banks. Permitting with USACE may be required for working over water, while on the bridge. Under this scope of work, J-U-B will contact the US Army Corp. of Engineers (USACE) to determine whom would be the lead permitting agency for this work. J-U-B will attend a follow-up meeting with the USACE with the City to determine the necessary permit applications that will need to be made, and discuss project scope and permitting needs. This information will be summarized and included in the Preliminary Engineering Report. Follow-up meetings, permit applications, and final negotiations with USACE regarding final design and construction are not included with this Scope of Work and would be completed under a separate scope of work as an Additional Service.

Subtask 400 - Preliminary (10% Level) Civil/Mechanical Concept Design

- Identify routing needs and connection points to existing facilities for LS 2 and LS 5 forcemain piping. Conceptually identify systems needed to enable construction and testing.

- Develop a concept layout (plan view plus critical sections) of each major connection and a corresponding typical bridge cross section to determine configuration and preliminary mounting requirements.
- Select pipeline material (with regard to expansion/contraction)
- Coordinate with IDEQ for leakage containment requirements, and to determine if double-wall containment piping is required.

Subtask 500 - Structural Analysis

The existing bridge contains the existing 8-inch Asbestos Cement (AC) pipeline as well as an AVISTA Utilities, natural gas pipeline (4" nominal). The proposed project will include removing the existing 8-inch pipeline and replacing with two new 6-inch diameter forcemains. This scope assumes the AVISTA gas line will not need to be relocated on the bridge. If preliminary design determines the gas line must be relocated, the engineering associated with relocating the gas line can proceed under a separate task as an Additional Service.

This scope assumes the loads created by the two new pipelines will not require modification to the bridge. The loads will be evaluated to assess the potential impact to the structural integrity of the bridge based on any increased load. Preliminary pipeline loading, and pipeline supports will be used to develop an initial structural analysis to determine feasibility of the structure to support the proposed pipelines. Any bridge design modifications to carry the two force mains could proceed under a separate task and scope of work as an Additional Service.

Additionally, J-U-B will determine whether the addition of the two new pipelines will require the structure to be modified to meet current code requirements. The design of modifications to meet current code requirements are not included in this scope of work but could proceed under a separate task and scope of work as an Additional Service.

Subtask 600 - Hazardous Materials (Existing AC Pipe and Insulation)

The existing suspended river crossing pipe is shown as Asbestos Cement pipe and contains an insulation (covering) that may also contain asbestos. These materials will need to be removed as part of the pipeline replacement project. No other hazardous materials (*e.g.* lead-based paint) are currently anticipated. The City's Environmental Consultant will identify the Hazardous materials on the project site, develop procedures and plans for removing, handling and disposing of the Hazardous Materials encountered on the project in conformance with regulatory requirements. J-U-B will develop and include procedures in the design and construction document requirements to maintain compliance with applicable regulations as identified by the CLIENT's Hazardous Materials Environmental Consultant.

Subtask 700 - 10% Design Level - Opinion of Probable Cost

Upon completion of the 10% concept design, J-U-B will produce an opinion of probable cost estimate for the City's review and use for providing direction toward project completion.

Subtask 800 –Compile Preliminary Engineering Report

- 10% Project QC Review

- Based on technical data developed in previous subtasks, prepare a PER in accordance with IDAPA 58.01.16.411. The PER will identify major project design criteria, major equipment selections, updated preliminary design cost opinions, revised schedules, and reference the Concept Plans.
- Submit two hard copies of the draft PER with Concept Plans for CLIENT review / approval.
- Concept Review Meeting: Upon completion of the draft Concept Plans and draft PER, meet with the CLIENT at the City office to present recommendations, review critical decisions, probable construction budget.
- Address IDEQ and CLIENT comments and Finalize Preliminary Engineering Report.

Task 2 – Final Design

- New/Re-Scope and address any mitigation/scope changes from Phase 1
- Opinion of Cost based on any scope changes from Phase 1
- Technical Specification and Bidding Document Development
- Develop plans, sections and details
- Review meeting with client
- Revise design with client comment
- Submit plans to DEQ
- Revised Final design

Task 3 – Bid, Award and Construction Phase Services

- Bidding Phase Services Task Description : J-U-B anticipates providing the following Engineering Services during the Bidding Phase for either conventional OR electronic bidding through Quest CDN at the City's choice:
 - Prepare advertisement for City publication
 - Reproduce sets of contract documents and transmit to public works contractors upon payment of reproduction costs
 - Organize and assist City in pre-bid conference at City offices with site visit
 - Answer prospective bidder questions, prepare and issue any required addenda and/or clarifications
 - Attend and assist City in bid opening, review and evaluate contractor's bids regarding Award and Notice to Proceed
- Construction Observation and Contract Administration – J-U-B anticipates providing the following Engineering Services during Construction:
 - Coordinate and manage a pre-construction meeting with City Staff, Contractor, Subcontractors, and utility providers.
 - Consultant-provided construction observation as requested/needed to support City observation staff is currently estimated at 16 hours/week (+/-) for 45 calendar days.

- Coordination with the City-provided personnel for daily construction observation and attendance at construction meetings for 45 calendar days. It is anticipated that City observers and City-provided observers will prepare daily observation reports on electronic forms provided by J-U-B and will attach photographic documentation and annotated Contract Documents as required to document progress and deviations to inform JUB's production of Record Drawings.
 - Submittal review, substitution requests, change order and RFI responses, with City Staff Assistance.
 - Provide one day of construction layout and critical point surveying when requested by contractor.
 - Pay request review, recommendations to City and administrative tracking, with City Staff assistance.
 - Start-up, operator training and commissioning, with City Staff Assistance.
 - The City and J-U-B will coordinate with Independent Special Inspections and Testing required by Building Code (concrete, structural, backfill) as well as additional Geotechnical Engineering that may be required. All Geotechnical services are assumed to be contracted directly by City, or by Additional Services.
- Record Drawings - J-U-B anticipates providing the following Engineering Services for completion of Record Drawings:
 - Final construction documentation (collate observer notes with contractor record submittal and verification survey) with City Staff assistance
 - Prepare and submit stamped record drawings to City and IDEQ (one 11x17 hard copy and one electronic copy each) with City Staff assistance

Task 4 – Management Reserve (Additional Service)

At the request of the CLIENT, additional services may be performed by J-U-B (upon mutual agreement of scope, additional fees, and schedule) under the Management Reserve Fund task and when these specific additional services are authorized in writing by the Client's designated Project Representative. The management reserve shall not be exceeded without supplemental written authorization from the client.

CLIENT's Responsibilities/Exclusions from Current Scope - CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:

1. Perform Hazardous Materials Services: survey, permits, and mitigations plans for materials such as Asbestos containing items.
2. Provide copies of previous reports, record drawings, and planning studies.
3. Provide daily construction observations for conformance.
4. Historical operational and monitoring data for the WWTP and Lift Stations.

5. Negotiate and acquire all property, right-of-ways, and easements as may be required.
6. Provide utility location services.
7. Pay for any agency review fees that may be needed.
8. Public involvement.
9. Legal counsel, including review and approval of any contract documents to be executed by CLIENT with contractor(s).
10. Securing funding for the project.
11. Environmental clearances, survey, permits, and mitigations plans such as for wetlands, wildlife, archeology, cultural, or historical.
12. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance of J-U-B's services, or any defect or nonconformance in J-U-B's services, the Work, or in the performance of any Contractor.
13. Arrange for safe access (including fall protection) to and make all provisions for J-U-B to enter upon public and private property as required for J-U-B to perform services under the Agreement.
14. Davis-Bacon prevailing wage documentation including certified payrolls, wage interviews, and Davis Bacon compliance reporting
15. Integration of controls within this project into system SCADA.
16. Stormwater Pollution Prevention Plan (SWPPP) under the Construction General Permit including SWPPP development and maintenance.
17. Relocation of AVISTA Natural Gas pipeline.

PART 2 - SCHEDULE OF SERVICES

A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task Name	Anticipated Schedule
1	Preliminary Concept Design and Preliminary Engineering Report	Concept Plans and PER: within 30 days of execution of Agreement (Ability to survey and may be limited by winter access)
2	Final Design	Final Design within 30 days of City’s review and approval of Concept Design
3	Bidding, Award, and Construction Phase Services	Ongoing for 45 days after approval of Final Design
4	Management Reserve (Additional Service)	As mutually agreed upon

PART 3 - BASIS OF FEE

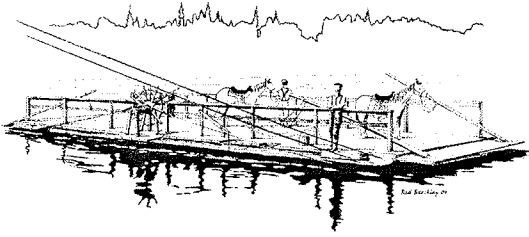
A. CLIENT shall pay J-U-B for the identified Basic Services as follows:

1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:
 - a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
1	Concept / PER	Lump Sum	\$30,000
2	Design Phase Services: Final Design	Lump Sum	\$37,600
3	Bidding, Award, and Construction Phase Services	T&M	\$50,000
4	Management Reserve	T&M ¹	\$15,000
<i>¹ Estimated amount not to be exceeded without prior written authorization from CLIENT</i>			

C. Period of Service: If the period of service for the task(s) identified above is extended beyond 18 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

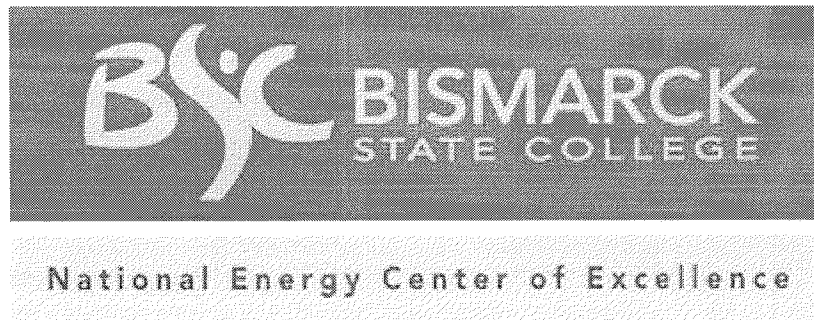
Date: September 13, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Electric and Water Department - Job Shadow Proposal**

A student named Miranda Mathias-Funnell, from Bismarck State College, has requested to job-shadow some of our employees at the Moyie Hydro and the water treatment plant, for a total of 80 hours. Since the City has not received a request like this before, I wanted to bring it to you for your approval. I have enclosed a letter of explanation from Miranda's professor and short bio provided by Miranda.

I believe this may be a good experience for a student like Miranda and also for our staff. If you approve the request, I will check with the City Attorney to make sure that the appropriate liability waivers and any required testing are completed by Miranda.

Thank you,

Mike



Dear Mike;

Bismarck State College (BSC) has provided training for the Energy Industry for 41 years and is recognized as a premier provider of education for many sectors of the industry and is a partner of the US Military. In 2005 Bismarck State College was designated by the US Senate as the National Power Plant Operation's Technology and Educational Center. The Energy programs at BSC were born in 1976 to meet the needs of the local industry.

In 1997, BSC began to transition the programs to make them available online because of industry's request. In a short amount of time the online enrollments surpassed the face-to-face numbers. The classroom students have a lab available where theory and practical application can be joined. A means available to online students to replicate this lab component was needed. Because of this, online students have the option of satisfying their lab requirement by completing this capstone at a facility within commuting distance of their home.

To complete the capstone the student and the BSC instructor find a facility near the student's home, that is willing to allow the student to spend 80 hours at the facility. Typically the time is spent in a job-shadowing arrangement. BSC sends an Operator Competency Checklist to the plant where a mentor is assigned to go through the checklist with the student. The entire 80 hours is not required to complete the checklist, but the additional hours are valuable to the student as they learn the day-to-day operation of a plant and the role of the operators in the plant.

BSC has had positive feedback from all parties involved in these arrangements over the past 20 years since we began our online program. It has been a win/win for all who are involved.

I look forward to hearing back from you and answering any questions you may have.

Chere Allard
Assistant Professor, NECE
Bismarck State College
PO Box 5587
Bismarck ND 58506-5587
Phone: 701-527-8780
Chere.Allard@bismarckstate.edu

I am Miranda Mathias-Funnell. I'm 25 and currently live in New Mexico, but I'm originally from Michigan. I have a previous associate's degree in criminal justice and I am now finishing up my associate's in power plant technology. I have been married one year and had my daughter this last May. My interest in the power industry comes from my dad. He has been in the industry for 30 years and allowed me as a child to have more experiences than most people. For 10 years growing up I played ice hockey on mostly male teams. I was able to do this because my dad's job moved us to Alaska. His job took us around the country and I want to be able to provide those kinds of life experience for my family.

I decided to pursue an energy degree for many reasons. I strongly believe in clean energy, helping the environment, and being a proactive part in that. Energy is always changing and there are so many opportunities that I would like to take advantage of. I also want to be able to support my family in ways most jobs can't.

I feel I would be great for this job shadowing position because, I thrive in a male oriented environment. I believe safety is number one at all times and fully understand why procedures must be followed. I am also punctual, level headed, and though I have no hands on training I'm always eager to learn.

RECEIVED

SEP 12 2017

921244

ESTIMATE

~~Statement~~

DATE

09/12/17

TERMS

TO

CITY OF BONNERS FERRY

7232 MAIN STREET

BONNERS FERRY, ID. 83805

IN ACCOUNT WITH:

DEATON'S 208.304.2556

1795 PLEASANT VALLEY LOOP

NAPLES, ID. 83847

LABOR & EQUIPMENT
 NEEDED TO COMPLETE
 THE CUTTING & SLASHING
 OF ALL VEGETATION,
 (FROM HIGH WATER MARK
 TO ROAD), ON SOUTH DIKE,
 BORDERING KOOTENAI RIVER.
 SECTION, TO BE COMPLETED, IS
 FROM 95 BRIDGE TO WEST
 CITY LIMIT SIGN.
 PAYMENT IN FULL UPON COMPLETION.
 THANK YOU, *Rudal Deaton*

CURRENT

OVER 30 DAYS

OVER 60 DAYS

TOTAL AMOUNT

\$9,700.00

EXTENSION OF AGREEMENT FOR ELECTRIC SERVICE

This EXTENSION OF AGREEMENT FOR ELECTRIC SERVICE (hereinafter “Agreement”) is entered into by and between the CITY OF BONNERS FERRY (hereinafter “Bonners Ferry”), a municipality organized and existing under the laws of the State of Idaho, and IDAHO FOREST GROUP LLC (hereinafter “IFG”), a Delaware limited liability company; Bonners Ferry and IFG are referred to herein each individually as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Parties hereto executed an Agreement for Electric service effective May 1, 2011, a true copy of which is Attached hereto as Exhibit 1; and

WHEREAS, the Agreement for Electric Service expired by its terms on September 30, 2015; and

WHEREAS, the Parties have thereafter extended the Agreement for Electric Service for a term scheduled to expire on September 30, 2017; and

WHEREAS, the Parties desire to extend the Agreement for Electric Service for a period commencing on October 1, 2017 and terminating on September 30, 2018, using the methodology set forth in Section 5 of the Agreement for Electric Service for determining Monthly Charges and Payments, as modified herein;

NOW THEREFORE, the Parties mutually agree and covenant as follows:

1. Restated Schedule A. Schedule A to the Agreement for Electric Service is hereby restated in the manner attached hereto.
2. Term. This Agreement shall commence on 0000 hours, Pacific Prevailing Time, on October 1, 2017 and shall terminate on 2400 hours, Pacific Prevailing Time on September 30, 2018.
3. Other Terms Ratified. To the extent not inconsistent all other terms of the Agreement for Electric Service are hereby incorporated herein without modification.

**RESTATED SCHEDULE A
TO THE
AGREEMENT FOR ELECTRIC SERVICE
BETWEEN
CITY OF BONNERS FERRY
AND IDAHO FOREST GROUP
CONTRACT RATES AND CHARGES**

This Restated Schedule A establishes the contract rate for Firm Power as set forth in the Agreement for Electric Service between City of Bonners Ferry and Idaho Forest Group LLC effective May 1, 2011.

Monthly Base Charge – Commencing on October 1, 2017 and for the term of this Agreement, the Monthly Base Charge shall be \$8,994.37.

Firm Capacity Rate-The Firm Capacity Rate shall be \$4.27 per kVA, without escalation for the term of this Agreement.

Firm Energy Rate- The Firm Energy Rate shall be as follows during the term of this Agreement:

1. October 1, 2017 through September 30, 2018 - \$0.03370 per kWh

CHAPTER 2

ZONING DISTRICTS AND MAP

SECTION:

- 11-2-1: Districts Established; Purposes And Restrictions
- 11-2-2: Official Zoning Map; Incorporated By Reference
- 11-2-3: Schedule Of District Use Regulations
- 11-2-4: Schedule Of Building Height And Lot Area Regulations

11-2-1: **DISTRICTS ESTABLISHED; PURPOSES AND RESTRICTIONS:** The following zoning districts are hereby established. For the interpretation of this title, the zoning districts have been formulated to realize the general purposes as set forth in this title. In addition, the specific purpose of each zoning district shall be as follows:

- A. (AA) Residential AA District: To provide for single-family residences.
- B. (A) Residential A District: To provide regulations for a more mixed use in a residential area.
- C. (B) Residential B District: To provide regulations for a mixed use such as in a residential A area, except for allowing animal units per the standards below which may be maintained in buildings or enclosures. The buildings or enclosures for housing such animals shall meet the approval of the health district and/or the commission and does not cause offensive odors, noise or disturbances to people in the neighborhood.

Residential B does not include the operation of livestock confinement operations (LCOs). Livestock and poultry shall be allowed on all properties exceeding twenty one thousand seven hundred eighty (21,780) square feet ($1/2$ acre) in size following the guideline of one animal unit per the one-half ($1/2$) acre:

- 1. One animal unit equals:
 - a. One cow, or

- b. One horse, or
- c. Three (3) sheep, or
- d. Four (4) goats, or
- e. Twenty five (25) poultry.

f. Other animals: Maximum numbers shall be set by the city council.

2. Buildings housing farm animals shall not be located closer than fifty feet (50') from any property line.

- D. (C) Commercial District: To accommodate the location of new businesses and encourage further expansion of business in the municipal limits. To also establish areas in the municipal limits for future business growth.
- E. (I) Industrial District: To encourage the development of industrial, manufacturing, warehousing, major research and testing, and wholesale business establishments or other related uses. Research activities are encouraged.
- F. (M) Medical District: To encourage medical uses within a designated area. This zone would include the permitted uses and special uses allowed in a residential A district. This district would also allow as a permitted use medical professional offices, extended care facilities, and residential care facilities.
- G. (D) Downtown District: To foster and strengthen economic vitality in Bonners Ferry commercial areas while respecting and enhancing the special character of the existing development in the downtown core area. The downtown district shall include those lands generally west of Highway 95, south of the Kootenai River and north of Arizona and Railroad Streets. The city's downtown is so important and significant to the city, that it justifies a special set of regulations designed to protect and enhance its character. The following principles serve as the foundation for the downtown district:
 - 1. Efficient use of land and services;
 - 2. A mix of land uses which strengthen opportunities for economic vitality and support pedestrian activity as well as housing opportunities;

REGISTER ONLINE:

www.idprima.org/registration_form

REGISTRATION FEE:

\$35 .00 per attendee

Please send checks to:

IDAHO CHAPTER OF PRIMA
PO BOX 15298
BOISE, ID 83715

CANCELLATIONS:

Cancellations must be made 5 days prior to the training. Email info@idprima.org or call 208-246-8195.

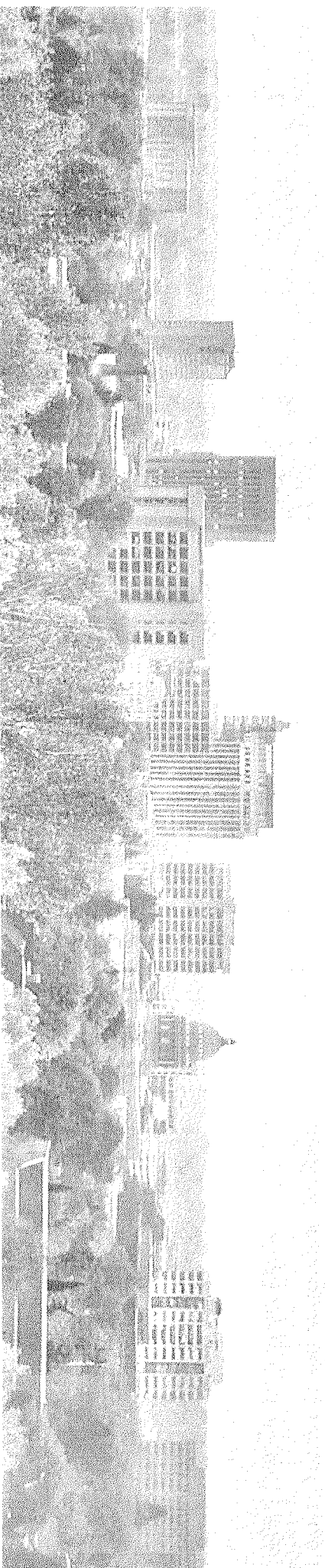
Session 4 : LIABILITY ISSUES & EXPOSURES, CURRENT TRENDS

Fall 2017 - TRAINING TOPICS

- ◆ The IRS and Public Entity Issues
- ◆ Understanding Unemployment Laws
- ◆ Workers Compensation Trends
- ◆ Electronic Communications: Understand the Power & Challenges -
Cyber Liability, Electronic Records, Social Media
- ◆ How to Keep You and Your Agency Out of Trouble
- ◆ Historical Document Retention
- ◆ Emerging Trend: Transgender Issues

ELECTION OF YOUR PRIMA BOARD

Will be held at the PRIMA Fall 2017 training. If you wish to nominate someone for a board position, complete the nomination form on the website at www.idprima.org by September 18, 2017 (see form for details).



CODE AREA				CODE AREA				CODE AREA			
DIST #	NAME	LEVY	STATUS LV UT PAY UR	DIST #	NAME	LEVY	STATUS LV UT PAY UR	DIST #	NAME	LEVY	STATUS LV UT PAY UR
1-0000				1-0002				1-0003			
020	COUNTY	.005555991	1 Y Y	020	COUNTY	.005555991	1 Y Y	020	COUNTY	.005555991	1 Y Y
100	BONNERS FERRY	.004811060	1 Y Y	100	BONNERS FERRY	.004811060	1 Y Y	100	BONNERS FERRY	.004811060	1 Y Y
200	SCHOOL TORT	.000043099	1 Y Y	200	SCHOOL TORT	.000043099	1 Y Y	200	SCHOOL TORT	.000043099	1 Y Y
211	SCHOOL BOND	.000969534	1 Y N	211	SCHOOL BOND	.000969534	1 Y N	211	SCHOOL BOND	.000969534	1 Y N
212	SCHOOL SUPP.	.002718638	1 Y N	212	SCHOOL SUPP.	.002718638	1 Y N	212	SCHOOL SUPP.	.002718638	1 Y N
213	SCHOOL EMERG.		1 Y Y	213	SCHOOL EMERG.		1 Y Y	213	SCHOOL EMERG.		1 Y Y
400	ROAD & BRIDGE		1 Y Y	400	ROAD & BRIDGE		1 Y Y	400	ROAD & BRIDGE		1 Y Y
700	LIBRARY DIST.	.000377581	1 Y Y	700	LIBRARY DIST.	.000377581	1 Y Y	700	LIBRARY DIST.	.000377581	1 Y Y
710	MOSQUITO ABATM		1 Y Y	710	MOSQUITO ABATM		1 Y Y	800	AMBULANCE	.000414970	1 Y Y
800	AMBULANCE	.000414970	1 Y Y	800	AMBULANCE	.000414970	1 Y Y				
<u>.014890873</u>				<u>.014890873</u>				<u>.014890873</u>			
1-0006				1-0007				2-0000			
020	COUNTY	.005555991	1 Y Y	020	COUNTY	.005555991	1 Y Y	020	COUNTY	.005555991	1 Y Y
100	BONNERS FERRY	.004811060	1 Y Y	100	BONNERS FERRY	.004811060	1 Y Y	110	MOYIE SPRINGS	.001811726	1 Y Y
200	SCHOOL TORT	.000043099	1 Y Y	200	SCHOOL TORT	.000043099	1 Y Y	200	SCHOOL TORT	.000043099	1 Y Y
211	SCHOOL BOND	.000969534	1 Y N	211	SCHOOL BOND	.000969534	1 Y N	211	SCHOOL BOND	.000969534	1 Y N
212	SCHOOL SUPP.	.002718638	1 Y N	212	SCHOOL SUPP.	.002718638	1 Y N	212	SCHOOL SUPP.	.002718638	1 Y N
213	SCHOOL EMERG.		1 Y Y	213	SCHOOL EMERG.		1 Y Y	213	SCHOOL EMERG.		1 Y Y
400	ROAD & BRIDGE		1 Y Y	400	ROAD & BRIDGE		1 Y Y	400	ROAD & BRIDGE		1 Y Y
700	LIBRARY DIST.	.000377581	1 Y Y	700	LIBRARY DIST.	.000377581	1 Y Y	700	LIBRARY DIST.	.000377581	1 Y Y
710	MOSQUITO ABATM		1 Y Y	800	AMBULANCE	.000414970	1 Y Y	800	AMBULANCE	.000414970	1 Y Y
800	AMBULANCE	.000414970	1 Y Y								
<u>.014890873</u>				<u>.014890873</u>				<u>.011891539</u>			
2-0001				3-0000				4-0000			
020	COUNTY	.005555991	1 Y Y	020	COUNTY	.005555991	1 Y Y	020	COUNTY	.005555991	1 Y Y
110	MOYIE SPRINGS	.001811726	1 Y Y	200	SCHOOL TORT	.000043099	1 Y Y	200	SCHOOL TORT	.000043099	1 Y Y
200	SCHOOL TORT	.000043099	1 Y Y	211	SCHOOL BOND	.000969534	1 Y N	211	SCHOOL BOND	.000969534	1 Y N
211	SCHOOL BOND	.000969534	1 Y N	212	SCHOOL SUPP.	.002718638	1 Y N	212	SCHOOL SUPP.	.002718638	1 Y N
212	SCHOOL SUPP.	.002718638	1 Y N	213	SCHOOL EMERG.		1 Y Y	213	SCHOOL EMERG.		1 Y Y
213	SCHOOL EMERG.		1 Y Y	400	ROAD & BRIDGE		1 Y Y	400	ROAD & BRIDGE		1 Y Y
400	ROAD & BRIDGE		1 Y Y	700	LIBRARY DIST.	.000377581	1 Y Y	700	LIBRARY DIST.	.000377581	1 Y Y
700	LIBRARY DIST.	.000377581	1 Y Y	710	MOSQUITO ABATM		1 Y Y	800	AMBULANCE	.000414970	1 Y Y
720	3 MILE WATER		1 Y Y	800	AMBULANCE	.000414970	1 Y Y				
800	AMBULANCE	.000414970	1 Y Y								
<u>.011891539</u>				<u>.010079813</u>				<u>.010079813</u>			
5-0000				6-0000				7-0000			
020	COUNTY	.005555991	1 Y Y	020	COUNTY	.005555991	1 Y Y	020	COUNTY	.005555991	1 Y Y
200	SCHOOL TORT	.000043099	1 Y Y	200	SCHOOL TORT	.000043099	1 Y Y	200	SCHOOL TORT	.000043099	1 Y Y
211	SCHOOL BOND	.000969534	1 Y N	211	SCHOOL BOND	.000969534	1 Y N	211	SCHOOL BOND	.000969534	1 Y N
212	SCHOOL SUPP.	.002718638	1 Y N	212	SCHOOL SUPP.	.002718638	1 Y N	212	SCHOOL SUPP.	.002718638	1 Y N
213	SCHOOL EMERG.		1 Y Y	213	SCHOOL EMERG.		1 Y Y	213	SCHOOL EMERG.		1 Y Y
400	ROAD & BRIDGE		1 Y Y	400	ROAD & BRIDGE		1 Y Y	400	ROAD & BRIDGE		1 Y Y
700	LIBRARY DIST.	.000377581	1 Y Y	610	PV FIRE DIST	.001184638	1 N Y	610	PV FIRE DIST	.001184638	1 N Y
710	MOSQUITO ABATM		1 Y Y	700	LIBRARY DIST.	.000377581	1 Y Y	700	LIBRARY DIST.	.000377581	1 Y Y
720	3 MILE WATER		1 Y Y	710	MOSQUITO ABATM		1 Y Y	710	MOSQUITO ABATM		1 Y Y
800	AMBULANCE	.000414970	1 Y Y	730	CABNT MT WATER		1 Y Y	800	AMBULANCE	.000414970	1 Y Y
<u>.010079813</u>				<u>.010079813</u>				<u>.011264451</u>			
8-0000				9-0000				12-0000			
020	COUNTY	.005555991	1 Y Y	020	COUNTY	.005555991	1 Y Y	020	COUNTY	.005555991	1 Y Y
200	SCHOOL TORT	.000043099	1 Y Y	200	SCHOOL TORT	.000043099	1 Y Y	200	SCHOOL TORT	.000043099	1 Y Y
211	SCHOOL BOND	.000969534	1 Y N	211	SCHOOL BOND	.000969534	1 Y N	211	SCHOOL BOND	.000969534	1 Y N
212	SCHOOL SUPP.	.002718638	1 Y N	212	SCHOOL SUPP.	.002718638	1 Y N	212	SCHOOL SUPP.	.002718638	1 Y N
213	SCHOOL EMERG.		1 Y Y	213	SCHOOL EMERG.		1 Y Y	213	SCHOOL EMERG.		1 Y Y
400	ROAD & BRIDGE		1 Y Y	400	ROAD & BRIDGE		1 Y Y	400	ROAD & BRIDGE		1 Y Y
700	LIBRARY DIST.	.000377581	1 Y Y	610	PV FIRE DIST	.001184638	1 N Y	600	SO BNDRY FIRE	.001606966	1 N Y
730	CABNT MT WATER		1 Y Y	700	LIBRARY DIST.	.000377581	1 Y Y	700	LIBRARY DIST.	.000377581	1 Y Y
800	AMBULANCE	.000414970	1 Y Y	710	MOSQUITO ABATM		1 Y Y	800	AMBULANCE	.000414970	1 Y Y
<u>.010079813</u>				<u>.011264451</u>				<u>.011686779</u>			
13-0000				14-0000				15-0000			
020	COUNTY	.005555991	1 Y Y	020	COUNTY	.005555991	1 Y Y	020	COUNTY	.005555991	1 Y Y
200	SCHOOL TORT	.000043099	1 Y Y	200	SCHOOL TORT	.000043099	1 Y Y	200	SCHOOL TORT	.000043099	1 Y Y
211	SCHOOL BOND	.000969534	1 Y N	211	SCHOOL BOND	.000969534	1 Y N	211	SCHOOL BOND	.000969534	1 Y N
212	SCHOOL SUPP.	.002718638	1 Y N	212	SCHOOL SUPP.	.002718638	1 Y N	212	SCHOOL SUPP.	.002718638	1 Y N
213	SCHOOL EMERG.		1 Y Y	213	SCHOOL EMERG.		1 Y Y	213	SCHOOL EMERG.		1 Y Y
400	ROAD & BRIDGE		1 Y Y	400	ROAD & BRIDGE		1 Y Y	400	ROAD & BRIDGE		1 Y Y
600	SO BNDRY FIRE	.001606966	1 N Y	610	PV FIRE DIST	.001184638	1 N Y	610	PV FIRE DIST	.001184638	1 N Y
700	LIBRARY DIST.	.000377581	1 Y Y	700	LIBRARY DIST.	.000377581	1 Y Y	700	LIBRARY DIST.	.000377581	1 Y Y
730	CABNT MT WATER		1 Y Y	800	AMBULANCE	.000414970	1 Y Y	730	CABNT MT WATER		1 Y Y
800	AMBULANCE	.000414970	1 Y Y					800	AMBULANCE	.000414970	1 Y Y
<u>.011686779</u>				<u>.011264451</u>				<u>.011264451</u>			
16-0000				17-0000							
020	COUNTY	.005555991	1 Y Y	020	COUNTY	.005555991	1 Y Y				
200	SCHOOL TORT	.000043099	1 Y Y	200	SCHOOL TORT	.000043099	1 Y Y				
211	SCHOOL BOND	.000969534	1 Y N	211	SCHOOL BOND	.000969534	1 Y N				
212	SCHOOL SUPP.	.002718638	1 Y N	212	SCHOOL SUPP.	.002718638	1 Y N				
213	SCHOOL EMERG.		1 Y Y	213	SCHOOL EMERG.		1 Y Y				
400	ROAD & BRIDGE		1 Y Y	400	ROAD & BRIDGE		1 Y Y				
700	LIBRARY DIST.	.000377581	1 Y Y	610	PV FIRE DIST	.001184638	1 N Y				
710	MOSQUITO ABATM		1 Y Y	700	LIBRARY DIST.	.000377581	1 Y Y				
800	AMBULANCE	.000414970	1 Y Y	800	AMBULANCE	.000414970	1 Y Y				
<u>.010079813</u>				<u>.011264451</u>							

2017 National Fallen Firefighters Memorial Weekend Observance

October 8, 2017, at 1400 hrs., BFFD Station 1, Bonners Ferry, Idaho

Observance Staging:

- All Fire Departments/Agencies contribute at least one apparatus each
 - BFFD
 - PVFD
 - NBFD
 - SBFPD
 - MSFD
 - HMFD
 - CCFD
 - USFS
 - IDL
 - BA
- All vehicles gather at Super 1 back lot at 1330 hrs. (Except BFFD Ladder 1, which will already be stationed at the corner of Arizona and First on the southwest side with flag raised over the street.)
- First Street, from Kootenai to the south, and Arizona Street, from Main to First Street, need to be blocked from other traffic. Will need LE aid in controlling traffic, possibly leading procession to clear route.
- Drive through South Hill to Main St/Riverside, turning south down Main Street to Arizona Street to converge at Station 1, lining up in front of the station on Arizona and across from the Sheriff's office on First Street. BFFD Engine 1 will lead, and will park on First Street (halfway down the block) with other rigs pulling in behind.
- Department personnel should wear full dress (as much as possible) uniforms, and line up in formation by department in front of the station on Arizona Street. Don't forget shield bands.
- Observers should gather toward the corner of Arizona and First Street, facing the station.
- Mic set up on Arizona Street for speakers
- Memorial Observance Ceremony conducted
- In inclement weather, once all apparatuses have arrived, ceremonies may be conducted on the apparatus floor of BFFD Station 1. Ladder 1 will be stationed at the corner of Arizona and First on the southwest side with flag raised over the street.
- At conclusion of ceremony, all rigs will parade under the flag on Ladder 1 to return to their stations. To keep this smooth, all vehicles should continue straight on First Street to Riverside to exit the downtown area.
- Ladder 1 lowers the flag and returns to station.

Observance Order:

- Parade of Apparatus through town
- Welcome – Chaplain Len Pine
- Presentation of the colors – BCFFCA Honor Guard
- Pledge of Allegiance – Chaplain Robert Boone
- National Anthem – Chaplain Len Pine
- Reading of the 2016 LODD memorial list – Fire agency personnel
- Fireman's Prayer – Chaplain Earl Matthews
- A moment of silence
- Prayer – Chaplain Lewis Clark
- Read the city proclamation – Mayor David Simms
- 5-5-5 Bell toll
- Lower the flag to half-mast (stays lowered through the end of day on October 9) as "Amazing Grace" and "Going Home" is played.
- Pipes, "Amazing Grace" and "Going Home" – Pat Warkentin
- All apparatuses return to stations.

2017 Fallen Firefighters Memorial Proclamation

Whereas, the United States Congress and the President of the United States have designated the day of the annual National Fallen Firefighters Memorial Service as a day to honor firefighters and emergency services personnel who have sacrificed their lives to save others by lowering the American flag on all federal buildings to half-staff; and

Whereas, an average of 80 firefighters courageously make the ultimate sacrifice in the line of duty each year; and

Whereas, firefighters and emergency services personnel play an essential role in the protection of lives and property in our local community; and

Whereas, the National Fallen Firefighters Memorial Service marks the beginning of the annual Fire Prevention Week observance; and

Whereas, it is of major importance that we increase our efforts to reduce deaths, injuries, and property losses from fire;

Therefore, I, David Sims, Mayor of the City of Bonners Ferry, Idaho, now call upon all citizens of Bonners Ferry, Boundary County, and all patriotic, civic, and educational organizations to observe the day of October 8, 2017, in recognition of the patriotic service and dedicated efforts of our fire and emergency services personnel by lowering American flags on all buildings to half-staff.

I respectfully encourage these same organizations, as well as the citizens of the City of Bonners Ferry to remember all fire and emergency personnel who have made the ultimate sacrifice in service to their community and to pay respect to the survivors of our fallen heroes by participating in Bells Across America for Fallen Firefighters. Toll a bell, pause for a moment of silence, or read a special passage to honor the sacrifices of these public servants and their families during your group's gathering or meeting.

I encourage appropriate services and ceremonies in which all of our citizens may participate to honor fire and emergency services personnel, past and present, who, by their faithful and loyal devotion to duties, have rendered invaluable service to our community and its citizens.

In witness thereof, I have hereto set my hand and caused the Seal of the City of Bonners Ferry, Idaho, to be affixed this 19th day of September, 2017.

David Sims, Mayor

Attest: _____
Kris Larson, City Clerk