

### **Welcome to tonight's City Council meeting!**

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

### **Vision Statement**

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

### **AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 September 16, 2014 6:00 p.m. Sewer Presentation 7:00 Regular Meeting**

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC HEARING**

### **PUBLIC COMMENTS**

Each speaker will be allowed a maximum of five minutes, unless repeat testimony is requested by the Mayor/Council

### **GUESTS**

Kate Turner – Second Chance Animal Adoption Agency  
Glenn Fodge – Property Easement  
Len Pine – Power Point Presentation on Bolivia

### **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 2, 2014 Council Meeting Minutes

### **OLD BUSINESS**

### **NEW BUSINESS**

5. City – First Reading of Ordinance Prohibiting Parking in Designated Fire Lane (attachment)
6. Fire – Discuss and Authorize Mayor to Sign Fire Protection Contract with the Kootenai Tribe of Idaho for Fiscal Year 2015 (attachment)
7. City – Approve Catering Permit for Kootenai Tribe of Idaho for the NRA Banquet at the Fairgrounds on September 20, 2014 (attachment)

8. City – Approve Special Event Permit for Jill Nystrom DBA Rusty Moose Tavern and Grill for Music Festival on October 11, 2014 (attachment)
9. Electric/Water/Sewer – Authorize Purchase of Trucks and Trailer (attachment)
10. Electric – Award Bid to Fulton Construction for the Power Plant Retaining Wall and Authorize Mayor to Sign Contract (attachment)
11. Dike/Water – Authorization to Contract with Alan Flory logging to do Brush Work on the Levees and Road to Myrtle Creek Intake (attachment)
12. City – Discuss Computer/IT Contract (attachment)

#### **EXECUTIVE SESSION PURSUANT TO IDAHO CODE 67-2345, SUBSECTION 1**

Consider hiring a public officer, employee, staff member or individual agent.

- (a) 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.
- (b) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (c) Consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
- (d) 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.
- (e) 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.
- (f) 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.

#### **ADJOURNMENT**

#### **NEXT MEETING DATE**

#### **INFORMATION**

13. Water – Kootenai Tribe River Restoration Project Proposal (attachment)
14. City – Organizational Chart (attachment)

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

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING SUBSECTION C, OF BONNERS FERRY CITY CODE 6-1-2, PROHIBITING PARKING IN A DESIGNATED FIRE LANE; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and City Council have deemed it in the public interest to enact a new subsection of Bonners Ferry City Code Title Six, Chapter Two, Section One, to be designated as Subsection C, which prohibits parking in a designated fire lane.

WHEREAS, the Mayor and City Council have deemed it in the public interest to prohibit parking in a designated fire lane in order to ensure public safety by providing immediate access to buildings for emergency responders in the event of an emergency.

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

**Section 1: That a new subsection, 6-1-2(C), of Bonners Ferry City Code is hereby adopted and shall read as follows:**

C. Parking in a Fire Lane Prohibited: It shall be unlawful for any person to park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the direction of a police officer or traffic control device, in any fire lane or other emergency vehicle access which is designated with erected signage or indicated by paint upon the asphalt, within the prohibited parking area. Any violation of this section shall be an infraction punishable by \$100 fine.

**Section 2: 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 3: 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 \_\_\_\_\_, 2014.

CITY OF BONNERS FERRY, IDAHO

BY: \_\_\_\_\_  
David Anderson, Mayor

Attest:

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

## **CONTRACT FOR FIRE PROTECTION SERVICES**

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

### **PARTIES**

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

### **FIRE PROTECTION SERVICES AND PROGRAMS TO BE PERFORMED.**

#### **A.**

#### **SCOPE OF SERVICES**

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

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

**B.**

**FIRE HYDRANTS**

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

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

**C.**

**PROGRESS AND FINAL REPORTS**

The CITY shall submit quarterly to the TRIBE through its authorized representative Fire Protection Progress Reports in triplicate. The reports will contain at a minimum:

- 1. Type of service rendered, including, but not limited to:**
  - a. response to fire alerts.
  - b. investigations.
- 2. Preventative programs and activities.**

The CITY shall also submit to the TRIBE an Annual Narrative Report containing the same information required in the quarterly Progress Report.

**GENERAL TERMS AND CONDITIONS**

**A.**

**SUPPLIES, EQUIPMENT & FACILITIES**

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

**B.**

**CONTRACT TERM**

The period of this Contract shall be the period beginning October 1, 2014 and ending September 30, 2015 subject to termination at any time upon thirty (30) days written notice by either party. This Contract may be modified in writing by mutual consent of both parties.

**C.**

**CONTRACT AMOUNT**

CITY shall receive compensation for services provided under this Contract in the amount of twenty-one thousand United States dollars (US\$21,000.00), which amount shall be prorated from the date of signature of both parties.

**D.**

**DISPUTES**

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

**E.**

**INDEMNIFICATION**

To the extent not covered by the Federal Tort Claims Act or any insurance policy possessed by the City, the Tribe agrees to indemnify the City for any claims for damages or injuries brought by third parties for factual situations arising from City's operation under or intended operation under this Agreement. The Tribe agrees to name City, its elected and appointed officials and employees as additional names insured on all policies providing liability coverage at the Reservation. The Tribe will provide the City a Certificate of Insurance showing



the limits of all policies as well as showing the additional named insured provision and agrees to notify the City within ten (10) days in writing should any of the policies be canceled or not renewed.

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

**F.**

**PAYMENT IN LIEU OF TAXES**

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

**G.**

**VOLUME CONSIDERATION**

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

**H.**

**TRIBAL COOPERATION**

The TRIBE will cooperate with the CITY authorities and employees responsible for the performance of the duties herein. The TRIBE will make



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

I.

**HOLD OVER CLAUSE**

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

**KOOTENAI TRIBE OF IDAHO**

**Attest:**

By: \_\_\_\_\_  
Gary Aitken, Jr., Chairman

By: \_\_\_\_\_  
Velma Bahe, Secretary

**CITY OF BONNERS FERRY**

**Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

RECEIVED

SEP 12 2014

CITY OF BONNERS FERRY

**CITY OF BONNERS FERRY  
CATERING PERMIT APPLICATION**

Owners Name: Kootenai Tribe of Idaho

Business Name: Kootenai River Inn

Business Address: 7169 Plaza

Bonnors Ferry, ID 83805

State Beverage License Number: 3977

I hereby request a catering permit for the following dates: Sept 20, 2014

from the hours of 3pm a.m./p.m. to 12:00 a.m./p.m. at the

following location: Fairgrounds

Catering will be done for the following group or organization sponsoring the

event: NRA

Type of Event: banquet

Wine: / Beer: / Hard Liquor: /

Signature of the Licensee: Murreleen Keen Date: 9/12/14

Printed Name: Murreleen Keen

Address: 7169 Plaza; BF, ID Phone: 267-8511

Date Submitted to City Council \_\_\_\_\_

**A non-refundable fee of \$20 per day is required with the application**

Please make check payable to: City of Bonners Ferry  
P. O. Box 149  
Bonners Ferry, ID 83805

CITY OF BONNERS FERRY, IDAHO  
APPLICATION FOR CITY SPECIAL EVENT PERMIT  
(REQUIRED UNDER ORDINANCE NO. 468)

RECEIVED

SEP 02 2014

CITY OF BONNERS FERRY

Date of Application: 9-2-14  
License Issued to: Jill Nystrom  
Business Name: The Rusty Moose Tavern & Grill  
Mailing Address: 86 mango St Moyie Springs, Id 83845  
Physical Address: 7211 Main St - BF  
Phone Number: 208-267-1950  
Type of Event: Music Festival  
Dates of Event: SAT OCT-11  
Location of Event: Parking lot across from Rusty Moose on Bonner  
We would like to close Bonner St the length of my Building.  
Time of Event: 9am - 11pm

By application, the applicant shall, waive, indemnify, and hold harmless the City of Bonners Ferry, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of the permitted activity or the conduct of applicant's operation of the event if such claim (1) is attributed to personal injury, bodily injury, disease or death, or to injury or to destruction of property, including the loss of use there from, and (2) is not caused by any gross negligent act or omission or willful misconduct of the City of Bonners Ferry or its employees acting within the scope of their employment.

The following requirements must be met:

- If sponsored by a local resident, entity or group, a signed copy of licensee's contract with the local sponsor.
- Evidence of at least one million dollars (\$1,000,000.00) combined single limit liability insurance that names the City as co-insured.
- A clean-up fee of one hundred dollars (\$100.00); all, some or none of which will be returned upon recommendation of the Chief of Police after his inspection of the premises after the organization has left the premises and their permit expired. The foregoing fee is subject to change from time to time by resolution of Council.

Fees and proof of insurance must be provided to the City of Bonners Ferry prior to the event.

Authorized Signature for Applicant

Printed Name

Office/Title

Office Use:

Fee Paid

Date

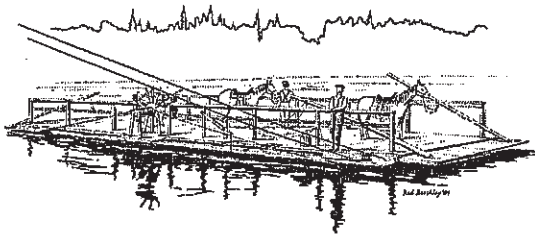
Receipt No.

Date

Approved By

913  
copy to Police & Fire

Jill will bring in proof of ins.



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 12 September 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: 2014 Service Trucks.

We put three trucks and one trailer in the 2014 budget and would like to proceed with purchasing these trucks:

1. Electric Foreman's Truck

Existing foreman's truck will be moved to water department

One ton, single rear wheel, flatbed, 4x4

Current state bid for cab and chassis is \$23,335

Expected up-fitting cost are

Flatbed and bins	\$5,000
Misc. lights, radio, fire extinguisher,...	\$1,000

Total estimated cost \$31,000

2. Power Plant truck

Existing powerplant truck is an 1989 with over 150,000 miles

One ton, extended cab, standard box, 4x4, with tommy-lift, and snowplow

Current state bid is \$28,550

Expected up-fitting cost are

Snowplow Myers vee-plow	\$8,800
Tommy Lift	\$2,500
Misc. lights, radio, fire extinguisher,...	\$1,500

Total Estimated cost \$42,000

3. Mechanics truck

Existing mechanics truck is an 1994.

One ton, single rear wheel, fiberglass utility box, 4x4

Current state bid for cab and chassis is \$23,335

Expected up-fitting cost are

Utility box	\$10,000
Boom (Bumper crane style)	\$3,500
Misc. lights, radio, fire extinguisher,...	\$1,000

Total Estimated cost \$40,000

4. Flatbed Trailer

This will be a trailer for our smaller equipment such as the skid steer and small excavators and will be sized so that it can be towed with a pick-up.

Specifications attached.

Estimated cost \$7,900

For the pick-ups we will contact north Idaho dealers to see if they will match the state bid. In the past they have been able to match the state bid.

STB



# Bobcat®

## Product Quotation

Quotation Number: 18066D018574

Date: 2014-09-09 07:52:49

Ship to	Bobcat Dealer	Bill To
City of Bonners Ferry 7232 Main St PO Box 149 Bonners Ferry, ID 83805 Phone: (208) 267-3105 Fax: (208) 267-4375	Bobcat West, Spokane, WA 5518 EAST BROADWAY SPOKANE WA 99212-1526 Phone: (509) 536-7300 Fax: (509) 536-7333  Contact: Reese Dickinson Phone: 509-536-7330 Fax: 509-536-7315 Cellular: 208-699-9339 E Mail: rdickinson@bobcatwest.com	City of Bonners Ferry 7232 Main St PO Box 149 Bonners Ferry, ID 83805 Phone: (208) 267-3105 Fax: (208) 267-4375

Description	Part No	Qty	Price Ea.	Total
Felling FT-12 16' tilt deck 4' stationary deck Covered chain box 2" nominal hardwood decking LED lights		1	\$7,900.00	\$7,900.00
Towmaster T-12 16' tilt deck 4' stationary deck Covered chain box 2" nominal hardwood deck LED lights		1	\$8,400.00	\$8,400.00

Total of Items Quoted  
Quote Total - US dollars

**\$16,300.00**

Notes:

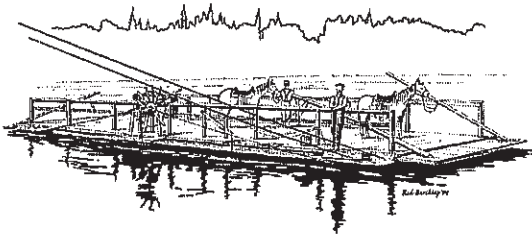
All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.  
Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: \_\_\_\_\_

Authorized Signature:

Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 29 August 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Powerplant Retaining Wall Work.

We have received proposals from two contractors for the Subject Work. S&L Underground had an estimated bid of \$93,520 and Fulton Construction had a bid of \$49,620.

We would recommend entering into the attached contract with Fulton Construction for this work.

This work consists of two phases. The first is to remove the rock and cobble to expose the bottom of the existing retaining wall. The second phase is to seal the bottom of the wall. If we can expose the area that the water is penetrating the repair they quoted will be completed. If we cannot expose the area of water ingress we can choose to not proceed to the second part of the bid and with the help of Kim DeRubertis define an alternate repair.

STB



## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Tim Fulton Construction herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Moyie hydroelectric project retaining wall investigation and repair

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications as shown in the attached RFP and as provided by the ENTITY at time of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR will work at various times as directed by the City from September 15, 2014, and continue until October 31, 2014, unless this Agreement is terminated with thirty (30) days written notice by either party.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation per attached quote, not to exceed fifty thousand dollars and no cents (\$50,000).

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

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

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

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ENTITY:

\_\_\_\_\_  
CITY OF BONNERS FERRY

CONTRACTOR:

By \_\_\_\_\_

By \_\_\_\_\_  
Dave Anderson, Mayor

Its \_\_\_\_\_

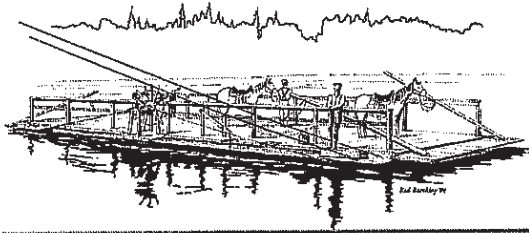
ATTEST:

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

WITNESS:

\_\_\_\_\_

Form and content approved by Andrakay Pluid as attorney for City of Bonners Ferry—September 12, 2014.



## CITY OF BONNERS FERRY

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

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25 August 2014

Subject: 2014 – Powerplant Upper Pool Retaining Wall Repair

The City of Bonners Ferry is requesting quotations to repair water ingress to a retaining wall at the Moyie Power Plant. This quote is for mobilization, labor and materials. Attached performance and payment bonds will be required from the successful bidder. Further, this bid is written as a time and material bid. All work shall be in accordance with the 2010 Idaho Standards for Public Works Construction and meet the following specifications and conditions.

Responses to this request for quotes are per Idaho Code Title 67 Chapter 28 and Title 54 Chapter 19. If you desire to provide a quote for this project, your written quote shall be delivered to City Hall on the attached form by no later than 2:00 p.m. Tuesday, 2 September 2014. If you have any objections to these specifications, they need to be submitted in writing to City Hall by 2:00 p.m. Thursday, 28 August 2014.

This work will consist of two phases:

First will be the removal of loose rock next to the wall. This will be primarily manual labor as there is no access for equipment to this location. This work will be done below normal low water level. For bid comparison purposes the City is estimating 160 man-hours of manual labor. The second phase is highly dependent on what is found after the loose rock is removed from the existing wall. If at any time the city determines that the conditions are not conducive for repair from the front of the wall or if a repair different than a poured wall is beneficial, we reserve the right to terminate the project.

Second, will be the construction of a reinforcing retaining wall. It is estimated that this wall will be 30' long, 1.5-2' thick, average 15' high, and have #4 bar on 12" grid. For bid comparison purposes the City is estimating 30 yards of installed concrete. Actual wall dimensions will be determined after the excavation is complete. The city will also consider other options such as a fiber reinforced shotcrete.

The City will provide a skid steer at the powerplant buildings and a hopper for moving the concrete and materials from the "cart" to the wall. This work is time sensitive and the work will need to be completed by 1 October 2014.

The City will hold a pre-bid meeting at the powerplant on **Thursday, 28 August 2014**, at 8:00 a.m. to review the site and address any questions. Please let us know if you plan to attend the pre-bid meeting.

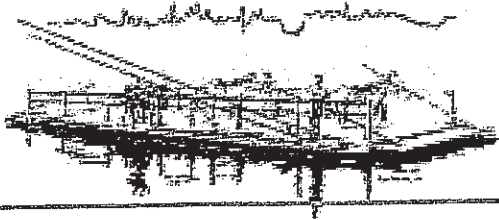
The City reserves the right to reject any and all quotes and accept the quote it deems most advantageous and to waive formalities.

If you have any questions feel free to call me at (208) 267-0357.

Sincerely,

*STB*

Stephen Boorman  
City Administrator



## CITY OF BONNERS FERRY

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

### Quote – 2014 – Powerplant Upper Pool Retaining Wall Repair

ITEM	UNIT PRICE	PAY UNIT	Est. Units	TOTAL
Excavation		Lump Sum	1	
Mobilization Charge	15,500			15,500 -
Loose rock removal	40	Man-hours	160	6,400 -
Construction		Lump Sum	1	
Mobilization Charge	11,220			11,220 -
Wall Construction	550	Cubic Yards	30	16,500 -
	TOTAL (numbers)			49,620 -
	TOTAL (words)		Forty/Nine thousand Six Hundred Twenty -	

Understanding that this lump sum price and per unit prices includes all permit fees, sales and consumer use taxes, etc. required by law or regulation in the place where the work is performed.

Signed

Name and Title

Date

Company Name and Address

Phone Number

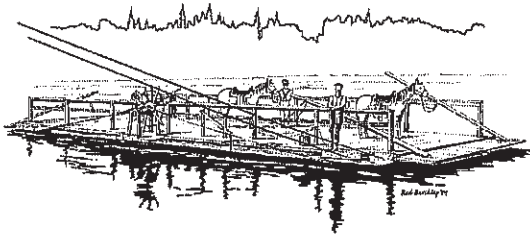
Idaho Contractors License Number

Public Works Contractors License Number

Timothy Fulton  
Timothy Fulton - Owner  
9/5/2014  
FULTON Quality Construction LLC  
Timothy AND Aynette Fulton  
413 Bench Rd. Bonners Ferry, Id. 83805  
208-267-9086  
RCE-22312  
PWC-C-17593-P-3

Required attachments:

- 1.
- 2.



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 11 September 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Brush Work.

This memo is to request authorization to contract with Alan Flory Logging to do up to \$8,000 worth of brush work. This would consist of the budgeted amount of \$5,000 on the levees to help maintain our compliance with the Corps standards and up to \$3,000 to brush the road up to our Myrtle Creek water intake structure.

We have an existing contract with Alan for \$120 per hour for this work.

STB

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Alan Flory Logging 290-2417 herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Right-of-way clearing, misc logging, and other brushing.

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

As provided by the City at time of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

- ☐ CONTRACTOR shall commence work on the project by \_\_\_\_\_, 20\_\_\_\_ and complete the project by \_\_\_\_\_, 20\_\_\_\_.
- ☐ CONTRACTOR will commence work on the project on \_\_\_\_\_, 20\_\_\_\_ and continue until this Agreement is terminated by \_\_\_\_\_ days written notice by either party.
- ☒ CONTRACTOR will work at various times as directed by the City from 1 June 2014 and continue until 31 December 2014 unless this Agreement is terminated with thirty (30) days written notice by either party.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

- ☒ The sum of \$ 120, per hour for Excavator with brush head work.
- ☒ The sum of \$ 45, per hour for Sawyer and brush removal labor.
- ☒ The sum of Actual Cost, for Lowboy time to move excavator.
- ☐ Total not to exceed \_\_\_\_\_. See attached bid proposal.

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

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

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



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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ENTITY:

\_\_\_\_\_  
CITY OF BONNERS FERRY  
(Governmental Entity)

CONTRACTOR:

By \_\_\_\_\_  
(Name)

By \_\_\_\_\_  
Dave Anderson MAYOR

Its \_\_\_\_\_  
(Title or Office)

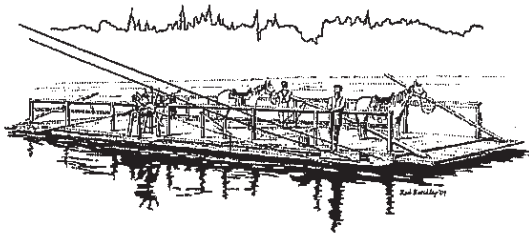
ATTEST:

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

WITNESS:

\_\_\_\_\_  
(Signature of Witness or Notary Public)

Form and content approved by \_\_\_\_\_ as attorney for \_\_\_\_\_  
(Governmental Entity).



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 12 September 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Fiscal Year 2015 – Computer Services.

Attached are two proposals for the Subject Services. From reviewing the contracts Computer Arts (CAI) and Boundary Computer Solutions are very close in price \$22,000 vs \$21,000. The contracts are structured significantly different as one is a fixed price and the other is a per hour based contract.

Since at this time we have not fully analyzed the two proposals and CAI has not finished installing the new server, we would recommend that the council review the contracts but not take action at this time.

STB



August 31st, 2014

Greetings:

Enclosed you will find the Computer Arts, Inc. Contract Addendums specifying all software licensing, IT support, and services provided to your agency by CAI for the new fiscal year. Please review the enclosed Addendums for accuracy, promptly execute, and return the signed copy prior to **October 1st, 2014**. Please make a copy for your records. This year we have enclosed the complete Master Agreement for your reference.

Please pay particular attention to Addendum C, PC/Networking Support Fees as this addendum requires the county to fill in the number of support hours requested and the associated discounted rate. For your information, there are historical figures included to aid in determining the number of PC/Networking Support hours that your agency may need. If you have any questions or need any assistance with determining these hours, please contact CAI management.

Each Addendum to the master license agreement specifies appropriate fees and individual agreements for associated software and services. Please review with the appropriate department head or elected official for any questions on the respective modules and fees. A summary of the contract addendums are listed below:

Addendum A: Annual License fees for all CAI county software applications  
Addendum B: Annual CAI county software full support fees  
Addendum C: Annual Networking, Hardware and IT services fees – **complete requested hours**  
Addendum D: Annual Public Safety Software maintenance and support fees

Again, please execute the addendums and promptly return the original to CAI. We appreciate your patronage and thank you very much for your continued business.

If you have any questions regarding the contracts, please contact one of the following at (208)385-9335:

Shane Harris  
President  
[sharris@gocai.com](mailto:sharris@gocai.com)

Mitch Cromwell  
Vice President  
[mcromwell@gocai.com](mailto:mcromwell@gocai.com)

Karolyn Reid  
General Manager  
[kreid@gocai.com](mailto:kreid@gocai.com)



## COMPUTER ARTS, INC. MASTER IT Services Agreement

THIS IT SERVICES AGREEMENT (the "Agreement") is entered into as of the 1<sup>st</sup> day of October, 2014 (the "Effective Date") by and between COMPUTER ARTS, INC. ("CAI"), an Idaho corporation with its principal offices located at 320 SW 5<sup>th</sup> Ave, Meridian, Idaho 83642 hereinafter referred to as "CAI" and City of Bonners Ferry, with its principal offices located at 7232 Main Street, Bonners Ferry, Idaho hereinafter referred to as ("CUSTOMER").

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

### 1. DEFINITION OF SERVICES

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

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

### 2. AGREEMENT TERMS

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

#### A. SUPPORT USAGE

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

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

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

#### B. SCHEDULING

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

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

#### C. HARDWARE SUPPORT AND SALES

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

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

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



## COMPUTER ARTS, INC. MASTER IT Services Agreement

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

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

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

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

**D. PHYSICAL AND LOGICAL ACCESSIBILITY**

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

**E. PROJECT PLANNING AND BUDGETING ASSISTANCE**

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

**F. CONSULTING**

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

**G. SECURITY**

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

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

**H. OTHER SERVICES**

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

**3. WRITTEN NOTIFICATION OF ADDITIONAL COMPUTER CONTRACTS**

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

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

**4. SERVICE RATES & PRICING**

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

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





# COMPUTER ARTS, INC. MASTER IT Services Agreement

## 5. WARRANTY & REMEDIES

- A. CAI will not provide any additional warranties on Equipment beyond that of the Manufacturer warranties unless otherwise specified.
- B. EXCEPT AS OTHERWISE PROVIDED HEREIN, CUSTOMER ACCEPTS AND AGREES THAT SERVICES OR SUPPORT AS PROVIDED BY CAI, INCLUDING (WITHOUT LIMITATION) NETWORKING SUPPORT, PC SUPPORT AND OTHER IT SERVICES AS CONTRACTED, ARE "AS-IS" AND WITH ALL FAULTS ACCEPTED, WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. NO DEALER, AGENT OR EMPLOYEE OF CAI IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS SECTION. CAI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SERVICES, SUPPORT, OR MATERIALS PROVIDED BY CAI OR CAI'S AUTHORIZED DESIGNEE. CAI EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY ACCEPTS SUCH DISCLAIMER OF ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF INTELLECTUAL PROPERTY RIGHTS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERMISSIBLE DURATION. MOREOVER, IN NO EVENT SHALL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE.
- C. **Limitation of Liability.**  
NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CAI SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (i) FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS); (ii) FOR ANY MATTER BEYOND CAI'S REASONABLE CONTROL. TO THE EXTENT THAT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IS PROHIBITED BY LAW, ANY SUCH PROHIBITED LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO CUSTOMER.
- D. **Indemnification.**  
Customer shall defend, indemnify and hold harmless CAI and each of its officers, directors, employees and agents and the owner of the intellectual property herein licensed (collectively the "Indemnified Parties") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, including, but not limited to, all reasonable costs and expenses incurred arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit that an Indemnified Party may suffer based upon Customer's acts or omissions or upon any breach of any representation, warranty, undertaking or other obligation of Customer under this Agreement.

## 6. INSURANCE COVERAGE

CAI shall maintain insurance coverage as follows:

- A. Worker Compensation & Employer's Liability - Employers Compensation Insurance Co - Policy #EIG 1084590 02, 10/01/14 -10/01/15
- B. General Liability and Property Coverage - St. Paul Fire and Marine Insurance Company, Policy #TT09402049, term - 3/15/14 - 3/15/15, General Liability Limit is \$2,000,000.
- C. Automobile Liability - St. Paul Fire and Marine Insurance Company, Policy #TT09402049 - term 3/15/14 - 3/15/15, liability limit is \$1,000,000.
7. This Agreement shall be in effect upon execution of this agreement and shall remain in effect for not less than twelve (12) months, after which time this Agreement may be terminated and canceled by either party upon ninety (90) days written notice. This agreement automatically supersedes any prior related agreements between CAI and CUSTOMER except as documented in an addendum to this agreement. CUSTOMER agrees to pay to CAI all sums due and owing as of the date of termination.

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

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

IN WITNESS WHEREOF:

Customer.

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

Computer Arts Inc.  
By: Shane Harris  
Signature  
Shane Harris  
Printed Name  
CEO  
Title  
8-28-14  
Date



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

This addendum takes effect October 1<sup>st</sup>, 2014 and supersedes all other Addenda to the "Master IT Services Agreement". It shall remain in effect for the period of 12 months. IT Service Fees described in this addendum shall be provided by Computer Arts, Inc. ("CAI") to Customer ("City of Bonners Ferry") by CAI Service personnel and/or other CAI staff as necessary. Other individual services or a combination of services are available on a per-hour basis at the Customer's discretion and may incur additional fees by separate agreement.

**Hourly Rate and Pricing Table**

PC Hours	Guaranteed Hourly Rate
Non Pre-Paid Hours	\$90.00
51 to 100	\$80.00
101 to 500	\$68.00
501 to 999	\$58.00
After Hours Support (5:00pm-8:00am M-F, holidays, weekends)	\$100.00

**Contract Addendum History Table**

Fiscal Year 2012-2013 Purchased	Fiscal Year 2013-2014 Purchased	Fiscal Year 2014-2015 Recommended
175 (Exceeded)	300	300

**Guaranteed Hours Calculation for new Fiscal Year**

Select number of hours purchased	300
Multiply by guaranteed rate (see chart above) (Special Negotiated Rate Incls all Travel Expenses)	*70.00
<b>New annual PC/Network Service Contract Price</b>	<b>\$21,000.00</b>

**Travel Expenses associated with on-site PC/Network support**

Travel Time (one way only) \$50.00 p/hr p/Tech	Included
Travel Expense Mileage (round trip \$0.56 p/mile)	Included
Travel Expense Meals – Actual	Included
Travel Expense Lodging – Actual	Included

**Summary of Payment terms:**

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

CUSTOMER

COMPUTER ARTS, INC.

1

Signature

Date

Signature

Date

2

Signature

Date

Shane Harris

Printed Name

3

Signature

Date

CEO

Title



## NETWORK INSTALLATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on **October, 1 2014**, between Boundary Computer Solutions, Inc. ("Provider"), with its principal place of business located at 7189 Main St, Bonners Ferry, Idaho, 83805 and **City of Bonners Ferry** ("Client"), with its principal place of business located at **7232 Main St Bonners Ferry ID 83805** and shall be effective as of **October, 1 2014** (the "Effective Date").

### RECITALS

WHEREAS, Provider is engaged in the business of providing services involving the design, installation and maintenance of computer networks;

WHEREAS, Client desires to retain Provider to perform the services set forth in this agreement.

NOW, THEREFORE, Provider and Client agree as follows:

#### 1. Scope of Services

Provider will perform such infrastructure development, network maintenance and support services as are set forth in Exhibit A (Statement of Work).

#### 2. Price and Payment

Client will pay Provider for the Network Services at the price and on the terms set forth in Exhibit A. The price set forth in this Agreement does not include any sales, use, service, or similar taxes that may be payable by reason of the provision of the Network Services, and Client will pay all such taxes which may become due in connection with the Services.

#### 3. Term and Termination

Unless terminated as provided herein, this Agreement will extend for a period of **12 Months** and will automatically renew from year to year thereafter. Provider may terminate this Agreement without cause upon sixty (60) days written notice, and Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination by either party without cause, Client will pay Provider for the last full month period following the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

#### 4. Obligations of Client

A. Client will immediately notify Provider upon learning of any significant problem with the performance of the network.

B. Client will cooperate with Provider in connection with its performance of the Services by providing access to Client's physical premises as reasonably necessary from time to time.

C. Client will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network.

Boundary Computer Solutions • PO Box 449, Bonners Ferry, ID 83805 • 208-267-1000 • [www.boundarycomputer.com](http://www.boundarycomputer.com)

D. Client will notify Provider within a commercially reasonable time regarding any change in the identity of client's Network Administrator.

## **5. Confidential Information**

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of Provider's Work.

B. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of **12 Months** after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

D. Provider agrees to comply with all current and future federal, Idaho State, and local labor and security regulations including the signing of any required security or business associate agreements.

## **6. Warranty and Disclaimer**

Client acknowledges that no computer system or software can be made completely stable or secure, and that Provider cannot guarantee the stability, safety or security of client's network or data. Provider warrants that the Network Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, set forth in the description of Network Services herein. Client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

## **7. Limitation of Liability**

In no event will Provider be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Network Services, whether in contract, tort, or otherwise, even if Client has advised of the possibility of such loss or damages. In no event will Provider be liable for any loss of data that may occur, regardless of the cause of such loss of data. The total liability of Provider for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Network Services during the twelve (12) month period preceding the date the claim arises.

## **8. Indemnification**

Client will indemnify and hold Provider harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.

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## **9. Relation of Parties**

The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

## **10. Employee Solicitation/Hiring**

During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

## **11. Non-assignment**

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

## **12. Arbitration**

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Idaho. The arbitration will be held in Boundary County, ID. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

## **13. Attorneys' Fees**

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.

## **14. Severability**

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

## **15. Force Majeure**

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

## **16. No Waiver**

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This

Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

**17. Entire Agreement**

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider: **Boundary Computer Solutions**

Client: **City of Bonners Ferry**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

1.9 **Endpoint Protection Software** – Scope includes software licensing for up to 25 endpoints for remote monitoring and protection from Viruses and Malware.

1.10 **Telephone System** – Provide maintenance, support, and programming for supported telephone systems.

1.11 **Data Backup & Data Recovery** – Develop and implement a backup strategy. Data recovery services are also available. Note: In some situations (such as complete hardware failure, media failure or total data corruption) data may not be recoverable. The client is still responsible for the time-related fee. Costs for data-recovery services will be discussed on a case-by-case basis.

1.12 **Training** – End user instruction and training for supported hardware and/or software. Includes scheduled and as needed requests.

1.13 **Locations** – Services will be provided to a single campus location by on-site visit, remote administration and via telephone assistance. Services required at off-campus locations will incur published GSA travel charges.

1.14 **Out of Scope Services** – Services not covered under this contract include project based work, new installations and services requiring resources beyond those covered above.

2.0 **Price and Payment** – Provider is being hired on a fixed price basis to perform the Services and provide the Deliverables according to this Statement of Work. Should future technology expansions by the client exceed the effort detailed in this scope of services, the monthly rate for services shall be increased to meet the new level of need. All increases will be presented and discussed with the client prior to their establishment.

### 2.1 Rates

The monthly contract rate is **\$1,750.00**. Travel and out of scope work expenses will be invoiced separately as required. A one-time Managed Services Contract Onboarding Fee of **\$1,400.00** that includes a full network assessment, documentation and required hardware is due at contract commencement. The Onboarding Fee may be deferred and billed on a project basis as a Remediation cost.

### 2.2 Invoices

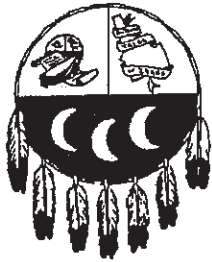
Services will be invoiced monthly in advance of contracted services.

### 2.3 Payment

Payment is due fifteen (15) days after date of invoice. Client may not withhold any amounts due hereunder and Provider reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and one half (1.5) percent per month or fraction thereof until paid.

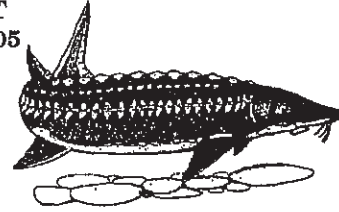
### 3.0 Expenses and Taxes

Prices quoted for Services do not include and Client will reimburse Provider for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. All non-local trips must be approved by Client before commencing. Any applicable sales tax is to be paid by Client.



## **KOOTENAI TRIBE OF IDAHO**

**FISH AND WILDLIFE DEPARTMENT**  
P.O. Box 1269 Bonners Ferry, Idaho 83805  
(208) 267-3620 Fax No. (208) 267-1131



September 3, 2014

Mr. Steve Boorman, P.E.  
City Administrator  
City of Bonners Ferry  
7232 Main Street  
Bonners Ferry, ID 83805

Dear Mr. Boorman,

As you are aware, the Kootenai Tribe of Idaho (Tribe) is implementing a number of river restoration projects in the Kootenai River near Bonners Ferry, Idaho as part of the Tribe's *Kootenai River Habitat Restoration Program* (KRHRP). Between 2011 and 2013, several projects were implemented in the Braided Reaches of the Kootenai River upstream of Bonners Ferry.

Additional projects in the vicinity of Bonners Ferry, including the *Bonners Ferry Islands* and *Straight Reach Projects*, are planned for implementation in 2015 and 2016 (Figure 1 in the attached memo). Due to the proximity of these projects to the city levees and city backup water intake structure, an assessment has been completed to evaluate the potential effects that the projects could have on river conditions in the vicinity of these infrastructure elements.

The enclosed memo prepared by the Tribe's contractor, River Design Group, Inc., provides a summary of the engineering analysis undertaken to document the effects. The preliminary design drawings and design report provide additional project details and analysis, and can be accessed through the link below:

<http://www.send6.com/83963cb3/>

The Tribe is requesting that the City of Bonners Ferry review the enclosed memo and respond back to us to let us know your initial impressions and to identify next steps and a timeline to accomplish those steps. In the longer-term the Tribe is requesting a written response summarizing any questions or concerns that the City of Bonners Ferry has, or stating concurrence with the conclusions provided in the memo.

The purpose of the KRHRP is to:

- Restore and enhance Kootenai River habitat by addressing ecological limiting factors and constraints related to river morphology, riparian vegetation, aquatic habitat and



river management. The desired result is a more resilient ecosystem, capable of sustaining diverse native plant and animal populations, and tolerant of natural disturbances and altered regimes.

- Restore and maintain Kootenai River habitat conditions that support all life stages of endangered Kootenai River white sturgeon (*Acipenser transmontanus*) and other aquatic focal species (i.e., migrations, occupancy, spawning, incubation, recruitment and early rearing).
- Restore the Kootenai River landscape in a way that sustains tribal and local culture as well as the economy, and contributes to the health of the Kootenai subbasin as both an ecological and socio-economic region.

The Tribe is implementing the KRHRP under the Northwest Power and Conservation Council's Fish and Wildlife Program with funding from the Bonneville Power Administration (BPA) and other entities. As such, this project is part of a larger effort to protect, mitigate and enhance fish and wildlife affected by the development and operation of Columbia River Basin hydroelectric facilities in the Kootenai River and greater Columbia River Basin. This project also contributes to meeting the Federal government's treaty and trust responsibilities. Implementation of the KRHRP is also specifically called for in the Libby Dam Biological Opinion Settlement Agreement.

An Environmental Assessment is being prepared for this project by BPA with an anticipated completion date of spring 2015.

I look forward to your response, letting us know your initial impressions and identifying next steps and a general timeline to accomplish those steps. As previously noted, in the longer-term the Tribe is requesting a written response summarizing any questions or concerns that the City of Bonners Ferry has, or stating concurrence with the conclusions provided in the memo. We are available to meet in person with the City of Bonners Ferry to support this request as needed.

Thank you in advance for your consideration and assistance. If you have any questions please don't hesitate to contact me.

Sincerely,



Susan Ireland

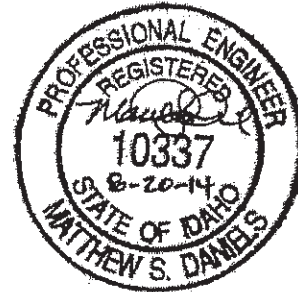
Kootenai Tribe of Idaho, Fish and Wildlife Department Director

CC: Gary Aitken, Jr, Kootenai Tribe of Idaho, Tribal Council Chairman  
Patty Perry, Kootenai Tribe of Idaho, Administrative Director





Date: August 20, 2014  
To: Sue Ireland  
Kootenai Tribe of Idaho  
From: Matt Daniels, P.E.  
River Design Group, Inc.  
Subject: Kootenai River Habitat Restoration Program  
Analysis of Potential Effects to  
City of Bonners Ferry Infrastructure



## 1.0 INTRODUCTION AND PROGRAM BACKGROUND

This memo provides a summary of the engineering analysis undertaken to document the effects of the Kootenai River Habitat Restoration Program (KRHRP) projects on the City of Bonners Ferry infrastructure near Bonners Ferry, Idaho. Between 2011 and 2013, several projects were implemented in the Braided Reaches of the Kootenai River upstream of Bonners Ferry. Additional projects in the vicinity of Bonners Ferry, including the Bonners Ferry Islands and Straight Reach Projects, are planned for implementation in 2015 and 2016 (Figure 1). Due to the proximity of these projects to the city levees and city backup water intake structure, an assessment has been completed to evaluate the potential effects that the projects could have on the river conditions in the vicinity of the infrastructure elements. The preliminary design drawings and design report provide additional project details and analysis, and can be accessed from the link provided on the cover letter to this memo.

Montana Office  
236 Wisconsin Avenue  
Whitefish, Montana 59937  
(406) 862-4927 • Fax (406) 862-4963

Oregon Office  
311 SW Jefferson Avenue  
Corvallis, Oregon 97333  
(541) 738-2920 • Fax (541) 758-8524

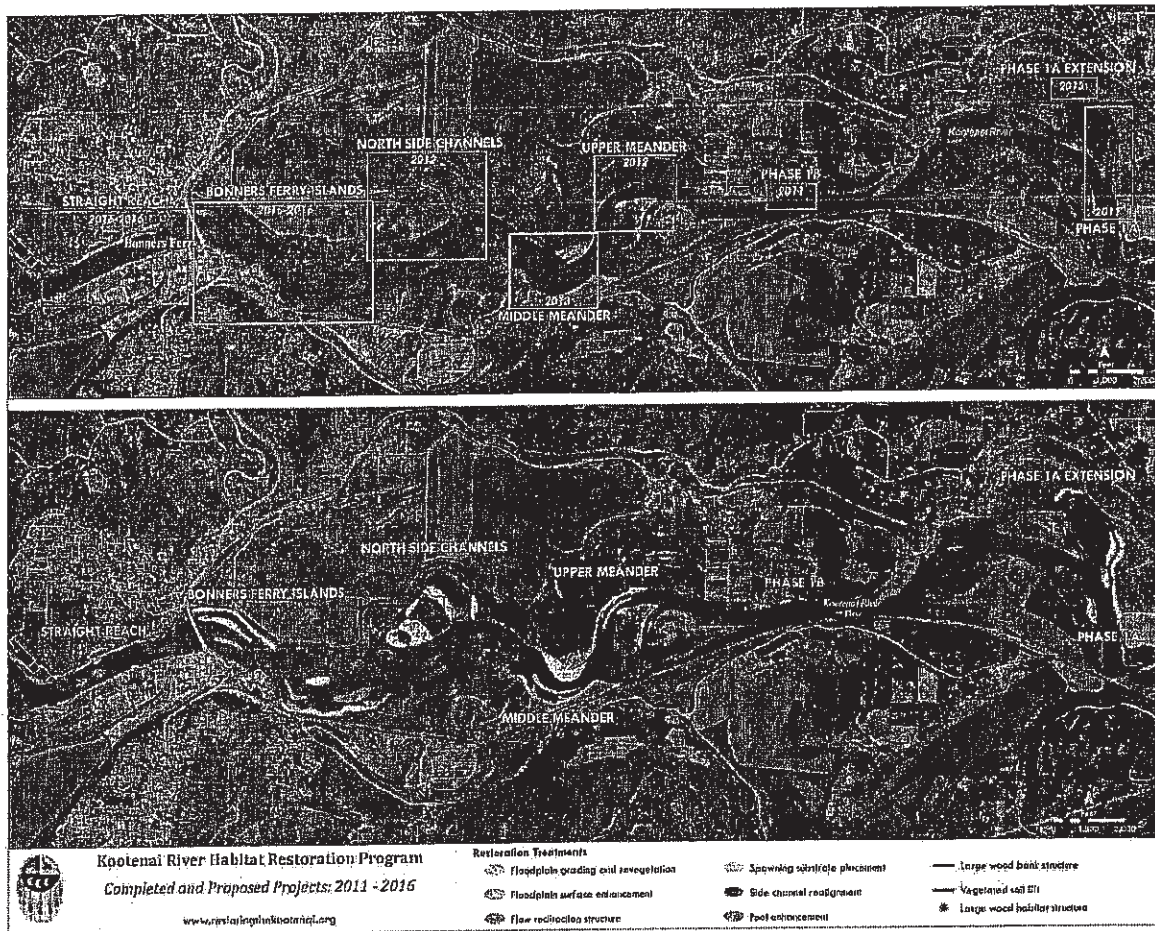


Figure 1. Kootenai River Habitat Restoration Program (KRHRP) Projects.

## 2.0 BONNERS FERRY ISLANDS AND STRAIGHT REACH PROJECT DESCRIPTIONS

### 2.1 Bonners Ferry Islands

The Bonners Ferry Islands project area is located upstream of the city of Bonners Ferry between River Miles 153 and 154, extending approximately one mile upstream of the U.S. Highway 95 Bridge.

#### Bonners Ferry Islands Existing Conditions

Existing river conditions reflect the results of river management actions. Flows are regulated by the U.S. Army Corps of Engineers (USACE) at Libby Dam for multiple uses, and contemporary peak flows are approximately half of pre-dam peak flows. River banks are armored by flood control levees managed by the City of Bonners Ferry. Multiple landowners exist in the project area and land use is mixed between agricultural, residential, commercial and industrial. Extensive utilities and infrastructure exist along the both banks. Downstream of Bonners Ferry, the fluctuating stage of Kootenay Lake in British Columbia creates a seasonal backwater influence in the project area, causing variable downstream boundary conditions and resulting in water surface elevations and river hydraulics near Bonners Ferry that are affected by numerous potential combinations of lake stage and discharge.

**Montana Office**  
236 Wisconsin Avenue  
Whitefish, Montana 59937  
(406) 862-4927 • Fax (406) 862-4963

**Oregon Office**  
311 SW Jefferson Avenue  
Corvallis, Oregon 97333  
(541) 738-2920 • Fax (541) 758-8524

Within the river channel, the bed is composed of cobble, gravel and sand, and consists of several bars that are exposed during the lowest flow conditions. The riverbed is considered to be quasi-stable under the regulated flow regime. The reach is used as a migratory corridor for focal fish populations including burbot and salmonids, and aquatic habitat limiting factors include a lack of cover, lack of habitat complexity, and limited pool habitat. Infrequent Kootenai River white sturgeon use has been documented in the reach and no spawning locations have been identified. Within this reach, there are few areas where riparian vegetation is connected to the current hydrology.

#### Bonniers Ferry Islands Restoration Strategy

The strategy for Bonners Ferry Islands Project focuses on pool enhancement and floodplain development. Pool enhancement includes establishing a longitudinal sequence of high-quality, deeper pools to support holding and staging of Kootenai River white sturgeon and migration to upstream habitats in the Braided and Canyon Reaches. Floodplain development includes creating riparian nodes of ecological productivity that will provide food web support immediately upstream of existing sturgeon spawning habitat. Figure 2 presents a conceptual restoration layout for the Bonners Ferry Islands Project. The conceptual restoration layout illustrates a suite of restoration treatments aimed at addressing impaired river conditions and the needs of focal aquatic species.

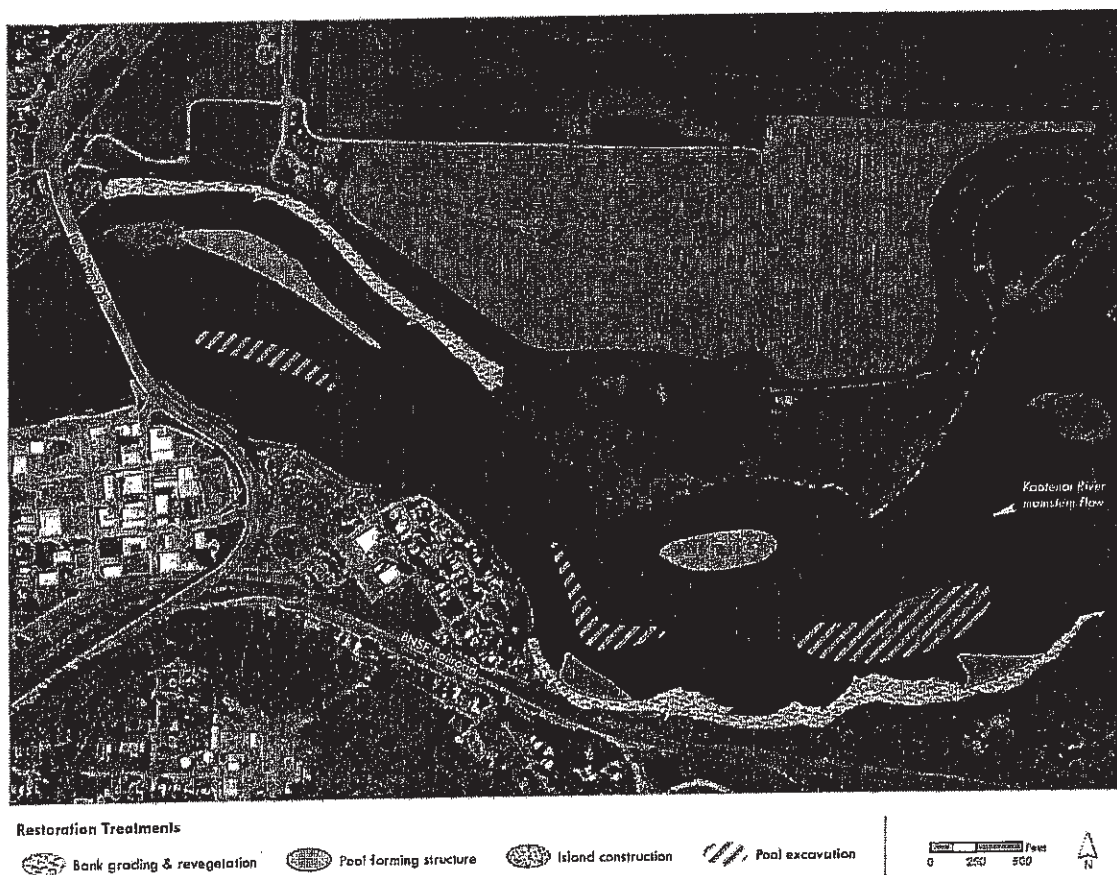


Figure 2. Bonners Ferry Islands restoration concept.

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236 Wisconsin Avenue  
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(406) 862-4927 • Fax (406) 862-4963

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## Bonniers Ferry Islands Project Elements

Habitat actions include island construction, pool excavation, structure installation, and revegetation. Island construction will occur at two locations on existing mid-channel bar locations encompassing approximately 18 acres total. Existing bars will be raised five to eight feet to achieve elevations that will support riparian vegetation. Pool excavation will occur at three locations. Each of the three pools will have a footprint of approximately 5 acres and will be 20 to 30 feet deep depending on flow. Islands will be constructed with material excavated from the pools. Island surfaces will be roughened and stabilized with microtopography grading and large wood placement.

Bank grading and structure installation will occur along approximately 3,400 feet of the eroding left (south) bank upstream of the City backup water intake. South bank work will include installation of two pool-forming structure constructed from timber piles and imported riprap. The top surface each pile field will be graded with native alluvium to blend with adjacent topography, and will be planted with native upland vegetation. The bank in between the pile fields will be protected with large wood bank structures. The bank will be re-graded to a moderate slope, treated with floodplain roughness applications, and planted with native vegetation to establish a riparian buffer. A temporary fence will be installed to protect plantings from wildlife browse.

Bank grading and structure installation will also occur along approximately 2,500 feet of the right (north) bank upstream of the U.S. Highway 95 Bridge. North bank work will include installation of large wood bank structures and vegetated soil lifts. North bank work will also include bank re-grading for floodplain connection, floodplain roughness treatments and containerized plantings for creating a riparian buffer. A temporary fence will be installed to protect plantings from wildlife browse.

## **2.2 Straight Reach**

The Straight Reach project area is located adjacent to the City of Bonners Ferry between River Miles 152 and 153, and extends 1.1 miles from the U.S. Highway 95 Bridge downstream to Ambush Rock.

### Straight Reach Existing Conditions

At base flow levels, the Kootenay Lake backwater is evident midway through the reach. As a result, the Straight Reach is a transitional reach between the gravel-bed Braided Reach and the sand-bed Meander Reach which flows north into Canada. The Straight Reach is predominantly a migratory corridor for fish. Kootenai River white sturgeon use is documented in the Straight Reach; however, most adult fish turn around for unknown reasons at the upper end of the reach and retreat downstream to spawn. There are essentially no functioning riparian areas or connected floodplain surfaces. Multiple landowners exist in the Straight Reach and land use is mixed between residential, commercial and industrial. Flood control levees exist along both banks as do extensive infrastructure and utilities.

### Straight Reach Restoration Strategy

The strategy for the Straight Reach focuses on establishing habitat conditions that will support Kootenai River white sturgeon spawning and encourage migration to what is thought to be

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236 Wisconsin Avenue  
Whitefish, Montana 59937  
(406) 862-4927 • Fax (406) 862-4963

**Oregon Office**  
311 SW Jefferson Avenue  
Corvallis, Oregon 97333  
(541) 738-2920 • Fax (541) 758-8524

suitable habitat upstream in the Braided and Canyon Reaches. Figure 3 presents a conceptual restoration layout for the Straight Reach Project. The conceptual restoration layout illustrates treatments aimed at addressing impaired river conditions and the needs of focal aquatic species.

#### Straight Reach Project Elements

Habitat actions in the Straight Reach include work at three locations. Work at two bank locations will include placement of rock spurs (pool-forming structures) that project into the channel. Work in the channel will include placement of rocky substrate (substrate clusters) suitable for sturgeon spawning and early rearing habitat.

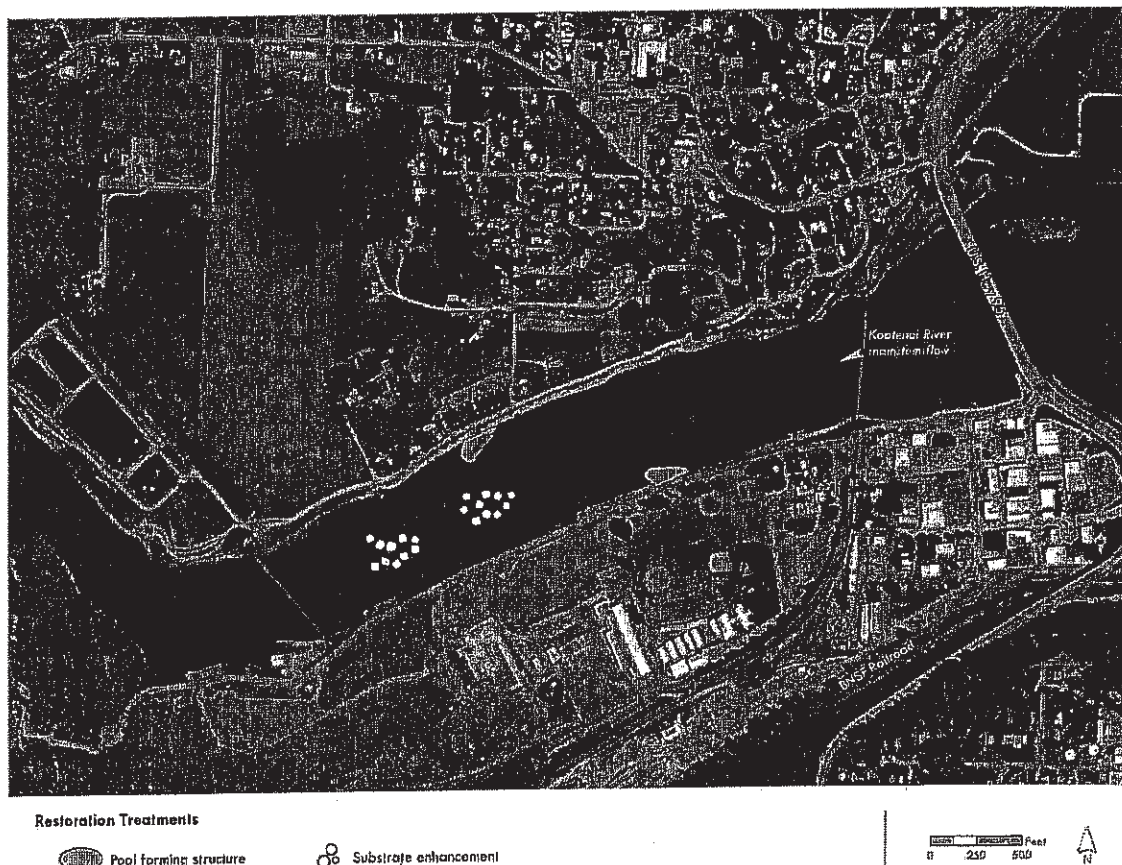


Figure 3. Straight Reach restoration concept.

### 3.0 CITY OF BONNERS FERRY INFRASTRUCTURE

#### 3.1 City Levees

The Kootenai Flats levee system was constructed in the early to mid 1900s, and includes approximately 100 miles of levees, approximately 190 acres (3 miles) of which protect the City of Bonners Ferry (USACE 2007). The City Levees were accepted into the USACE Rehabilitation

Montana Office  
236 Wisconsin Avenue  
Whitefish, Montana 59937  
(406) 862-4927 • Fax (406) 862-4963

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311 SW Jefferson Avenue  
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and Inspection Program following a request by Boundary County and the City of Bonners Ferry in 2006 and subsequent inspection by USACE in 2007. The following excerpt provides a description of the City Levees:

*This non-federal urban levee was constructed to provide flood control protection from periodic recurring flooding from the Kootenai River at Bonners Ferry in Boundary County, Idaho. The levee system is approximately 8,000 linear feet (RM 152.0 – 153.5) and extends 3,000 ft upstream of Hwy 2 and 95 and 5,000 ft downstream of Hwy 2 and 95. The levee is 6 to 8 feet high on the landward side; landward slopes vary between 2.0H:1V to 1.5H:1V. The levee along the damaged reach (downstream segment) also serves as a city road – Riverside Street with a top width of approximately 28 to 36 feet. The riverward slope is typically 1.5H:1V with a 6-10 foot bench mid slope along parts of the segment. The levee is predominantly composed of natural river bank with some overburden material. The levee does not have continuous armor erosion protection but does have periodic segments of slope protection placed during flood fights. There is no toe protection. The top of the left bank (LB) levee is approximately elevation 1784 foot (ft) at the damage location, which is between the 500 and 1000-yr flood event for Bonners Ferry. The immediate area behind the levee (at the local fairgrounds) is approximately elevation 1778 ft which is slightly more than the 500-yr flood event stage. Flood stage at Bonners Ferry is established at elevation 1764.0 ft. Due to the instability and over-steepness of the levee, the level of protection is reduced to approximately a 20-year flood, even in its repaired state (USACE 2012).*

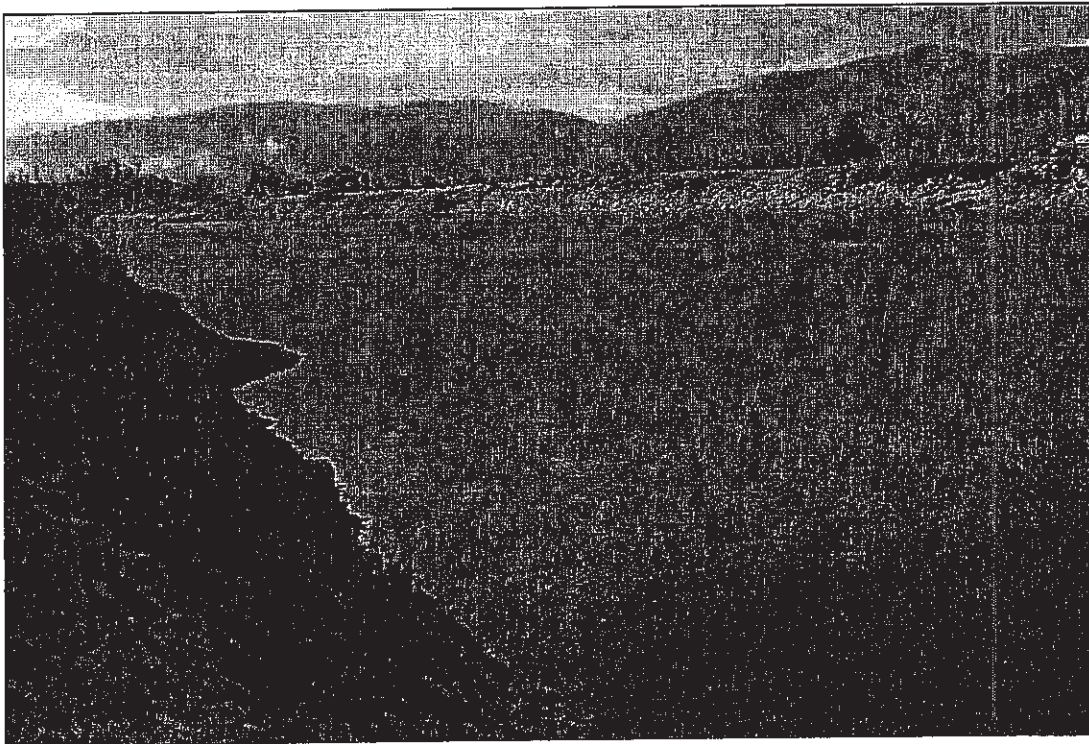


Figure 4. City of Bonners Ferry levees in the Straight Reach.

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236 Wisconsin Avenue  
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### 3.1 Backup Drinking Water Intake for the City of Bonners Ferry

The backup drinking water intake for the City of Bonners Ferry was built in the mid 1900s, and is located on the south bank of the Kootenai River approximately 2,500 upstream of the U.S. Highway 95 Bridge. The City's primary drinking water source is Myrtle Creek and the secondary (backup) source is a combination of Kootenai River water and groundwater wells. The secondary sources exist as emergency backups and are rarely used. In the 1970s, sheet piling was installed around the perimeter of the intake to reduce siltation.

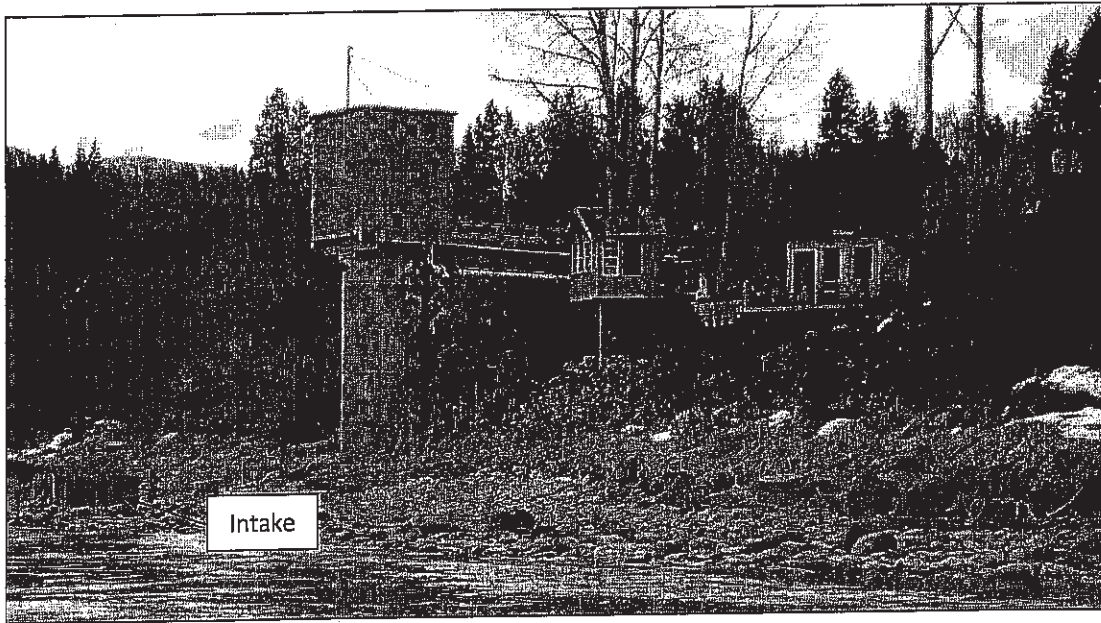


Figure 5. Backup drinking water intake for the City of Bonners Ferry.

### 4.0 ANALYSIS METHODS

Performance expectations and industry standards for the design of restoration projects vary depending on project goals and site specific situations. Because rivers are naturally dynamic systems, expectations for project stability can be expressed in the context of dynamic equilibrium, whereby project elements and restoration treatments are expected to remain quasi-stable, but change in an ecologically beneficial manner as a result of desired disturbances from natural river processes.

When restoration treatments are primarily installed for habitat, stability is usually evaluated at a 20-year flow (5 percent exceedance) event. When restoration treatments are installed for bank stability or around infrastructure, the stability is usually evaluated at a 100-year flow (1 percent exceedance) event. For the Bonners Ferry Islands and Straight Reach projects, it was determined that restoration treatments need to be stable for a range of flow conditions representing potential boundary conditions resulting from upstream Libby Dam operations and downstream backwater effects from Kootenay Lake. Because of the transient backwater



conditions through the Bonners Ferry Islands and Straight Reach projects area, lower Libby Dam flows combined with lower lake levels result in the greatest hydraulic forces in the project area.

#### **4.1 Reach Scale Geomorphic Monitoring**

Reach scale geomorphic changes in the Braided Reach (upstream of the bridges) and Straight Reach (downstream of the bridges) have been monitored annually since 2005 by the U.S. Geological Survey (USGS) through measurement of repeat cross sections at 17 locations using multibeam bathymetry. Repeat bathymetric cross sections have been useful for evaluating reach-scale trends of deposition and scour within the KRHRP project area resulting from annual flood disturbances as well as project effects.

#### **4.2 Two Dimensional Hydraulic Modeling**

Localized project effects on river hydraulics were evaluated for pre and post project conditions using the two-dimensional hydraulic model, FaSTMECH (Nelson 1996). Project effects were evaluated for a range of potential conditions representing combinations of flow and backwater conditions.

##### Model Input Data

Pre-project topographic data used to build models included 2010 terrestrial LiDAR provided by USACE and 2009-2012 multi-beam bathymetry provided by USGS. Post-project topographic data were developed from project as-built surveys and project design surfaces. Hydrologic data were obtained from the long-term record of stage/flow data from USGS gages as well as more detailed river stage measurements for water years 2011 through 2013 from a network of HOBO loggers located throughout the Braided Reach. Sediment data was collected by USGS and included pebble counts, scour chain measurements, substrate videography, subsurface corings, suspended sediment acoustic sampling and bedload/suspended sediment sampling from a boat.

##### Model Development and Peer Review

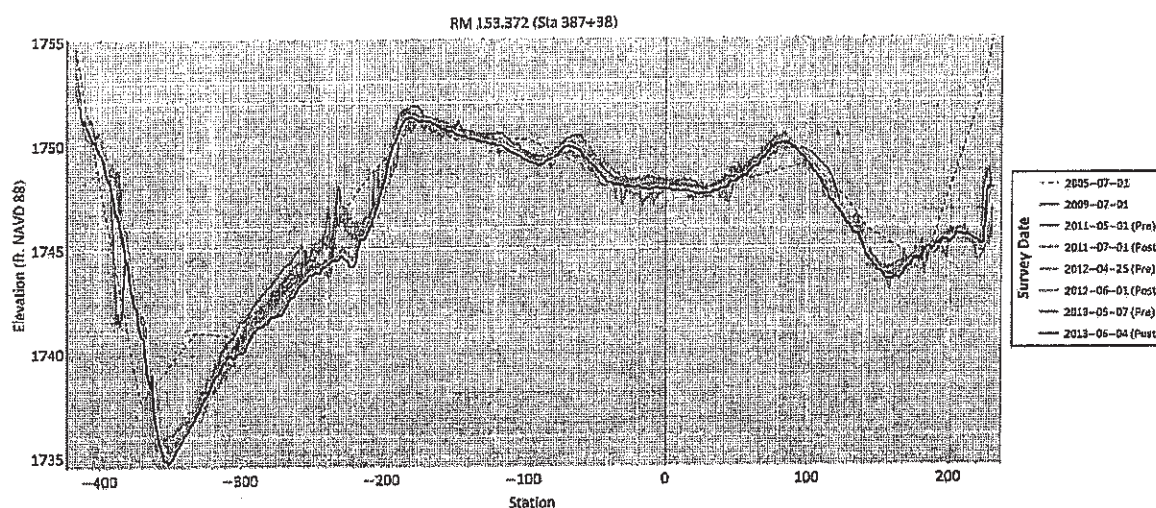
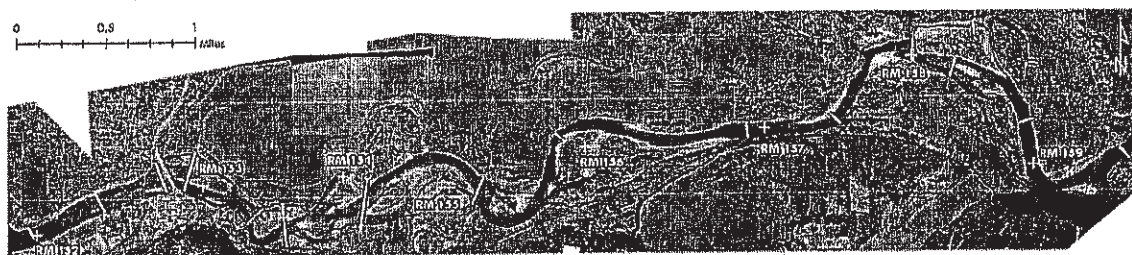
Between 2010 and 2014 model development was overseen by a modeling subgroup comprised of technical advisors from USACE, USGS, Bonneville Power Administration and private consulting contractors with experience in the fields of sediment transport, hydraulic engineering and geomorphology. Table 2 provides a summary of the models used to evaluate project effects along with basic model development parameters. Additional detail pertaining to model development is provided in the preliminary design report.

Table 2. Models used to evaluate project effects and basic model development parameters.					
Model	Domain	Flows (Upstream Boundary Condition)	Backwater (Downstream Boundary Condition)	Resolution	Calibration
1D Hydraulics	Kootenay Lake to Leonia RM 172.1 to RM 80.8	WY 2011-2013 unsteady flow 4,400 - 62,000 cfs; Index flows 6,000 - 80,000 cfs; CRT synthetic flows	Kuskonook (Environment Canada gage 08NH067): Unsteady calibration range 1742.4 - 1758.2 ft (NAVD88 G381X); Index flow simulation range 1741.1 - 1761.5 ft (NAVD88 G381X)	165 feet average cross section spacing in project reach	WY 2007-2012
1D Sediment Routing	Tribal Hatchery to Below Moyie River RM149.9 to RM160.7	WY 2011-2013 unsteady flow 4,400 - 62,000 cfs; CRT synthetic flows	WY 2011-2013; CRT synthetic flows	165 feet average cross section spacing in project reach	WY 2011-2013
2D Hydraulics	Tribal Hatchery to Crossport RM149.9 to RM156.8	Index Flows (06-60kcfs). WY2012.	Minimum, maximum and 15, 25, 50, 75, 85 percentiles of the mean lake level by flow	5 meter grid	WY 2010-2011
2D Bed Evolution	Tribal Hatchery to Crossport RM149.9 to RM156.8	WY2012, TBD.	WY2012, TBD.	5 meter grid	TBD

## 5.0 RESULTS

### 5.1 Reach Scale Geomorphic Monitoring Surveys

Reach scale geomorphic monitoring surveys for selected cross sections in the vicinity of the bridge are shown in Figures 6 through 8. Results display minor changes in bed elevation over the last eight years, with no significant indications of long-term vertical bed adjustment despite above average flood events in 2006 and 2011.

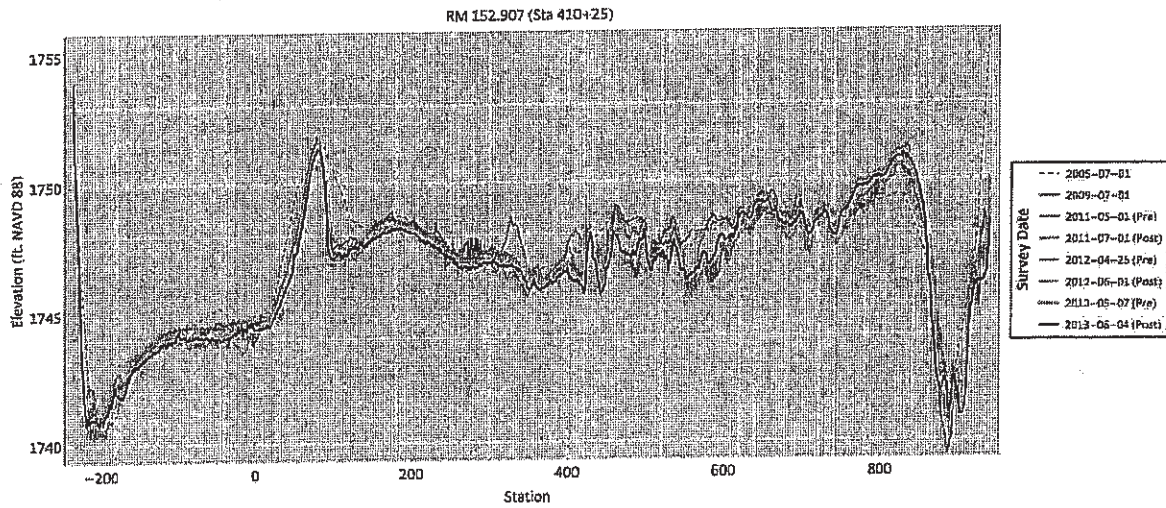
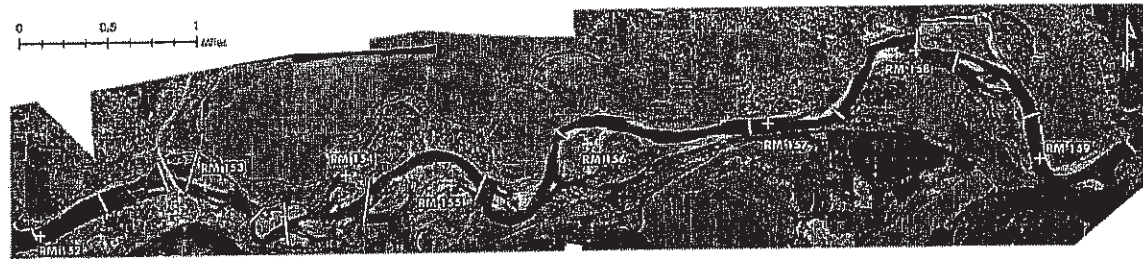


**Figure 6.** Cross section overlay of multibeam bathymetric survey data from 2005 through 2013 at River Mile 153.372 located upstream of the City backup water intake structure.

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Whitefish, Montana 59937  
(406) 862-4927 • Fax (406) 862-4963

Oregon Office  
311 SW Jefferson Avenue  
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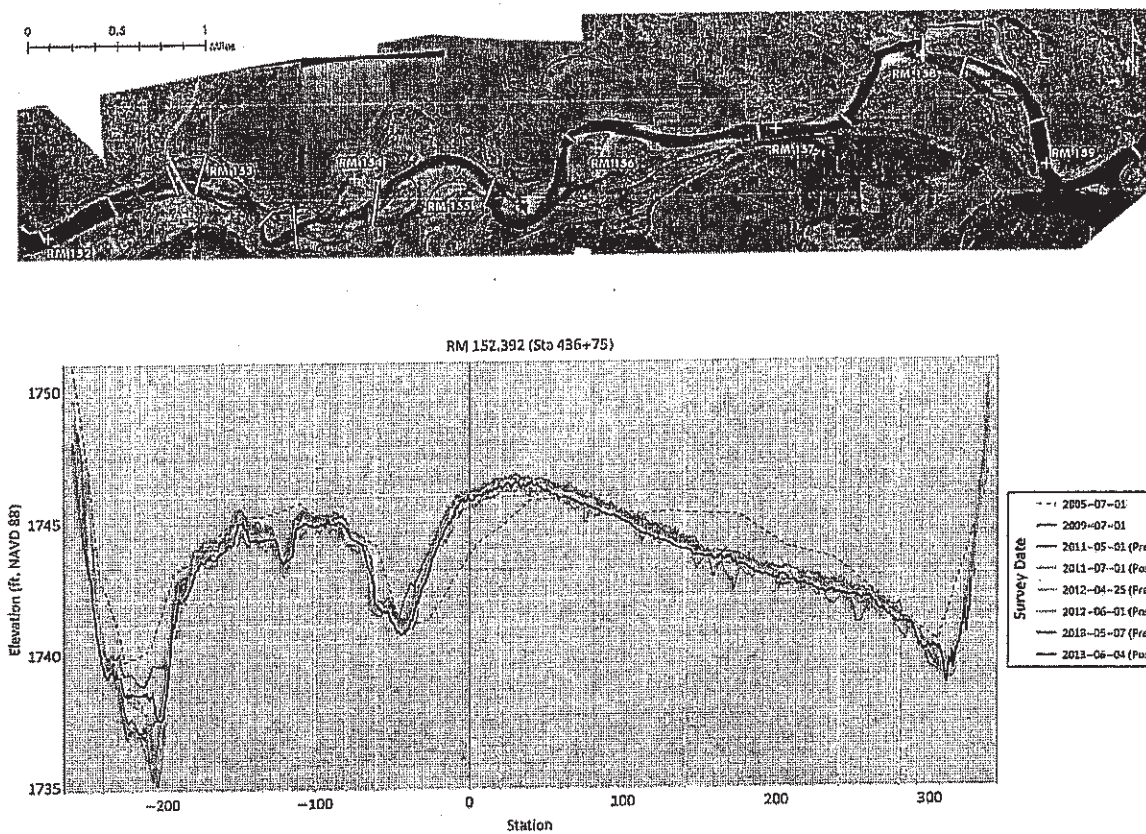




**Figure 7.** Cross section overlay of multibeam bathymetric survey data from 2005 through 2013 at River Mile 152.907 located upstream of the U.S. Highway 95 Bridge.

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**Figure 8.** Cross section overlay of multibeam bathymetric survey data from 2005 through 2013 at River Mile 152.392 located between the City levees in the Straight Reach.

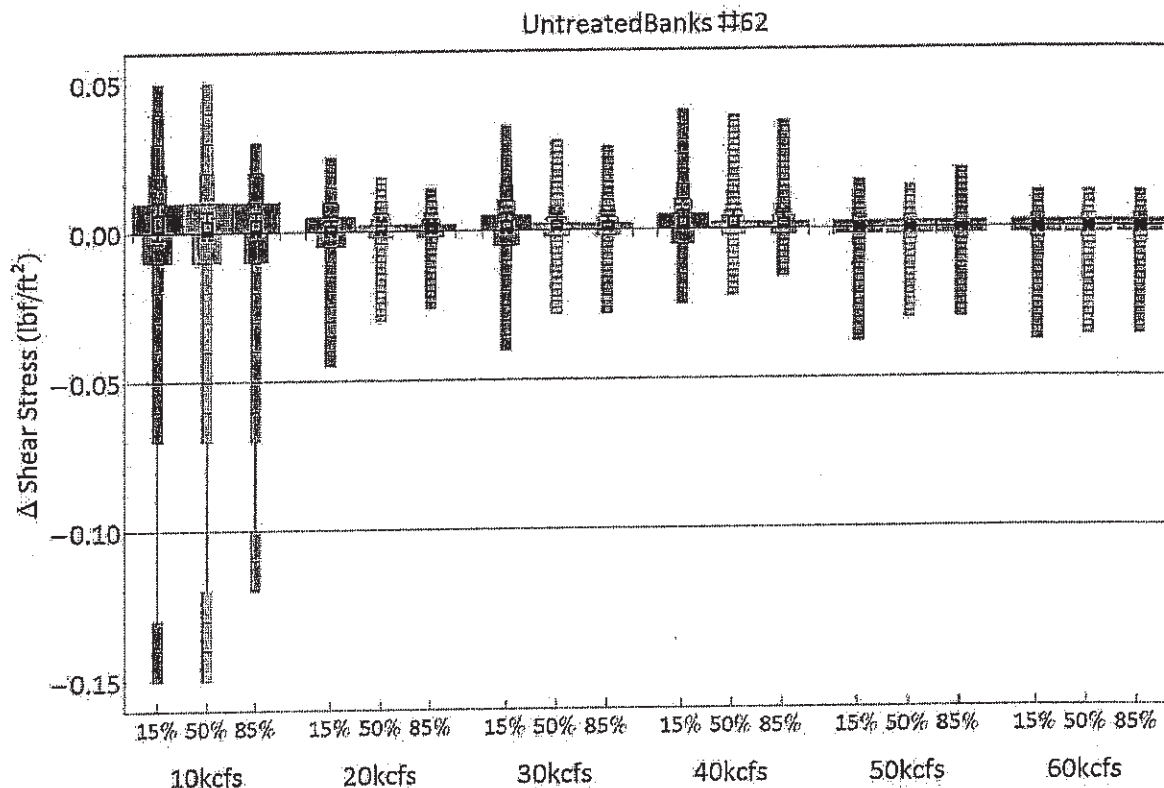
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## 5.2 Two-dimensional Hydraulic Modeling

### 5.2.1 City Levees

A summary of shear stress results for pre and post project conditions along the City Levees using two-dimensional hydraulic modeling is shown in Figure 9. A map illustrating the changes in maximum grain class mobility at 40,000 cfs with a low Kootenay Lake level is provided in Figure 10. A summary of changes in water surface elevations for pre and post project conditions along the City Levees using two-dimensional hydraulic modeling is shown in Figure 11. Results of the two-dimensional hydraulic analysis indicate that flood elevations and sediment mobility (scour and/or deposition) will not be altered significantly along the City Levees as a result of the project.



**Figure 9.** Change in shear stress along City levees at untreated banks (non-work areas) in the project area by flow and by percentile of the mean Kootenay Lake level for the given flow. Box plots represent values for the 5<sup>th</sup>, 15<sup>th</sup>, 25<sup>th</sup>, 50<sup>th</sup>, 75<sup>th</sup>, 85<sup>th</sup>, and 95<sup>th</sup> percentile of the mean. Colored histograms represent the distribution of all of the values, with the mode being the widest bin.



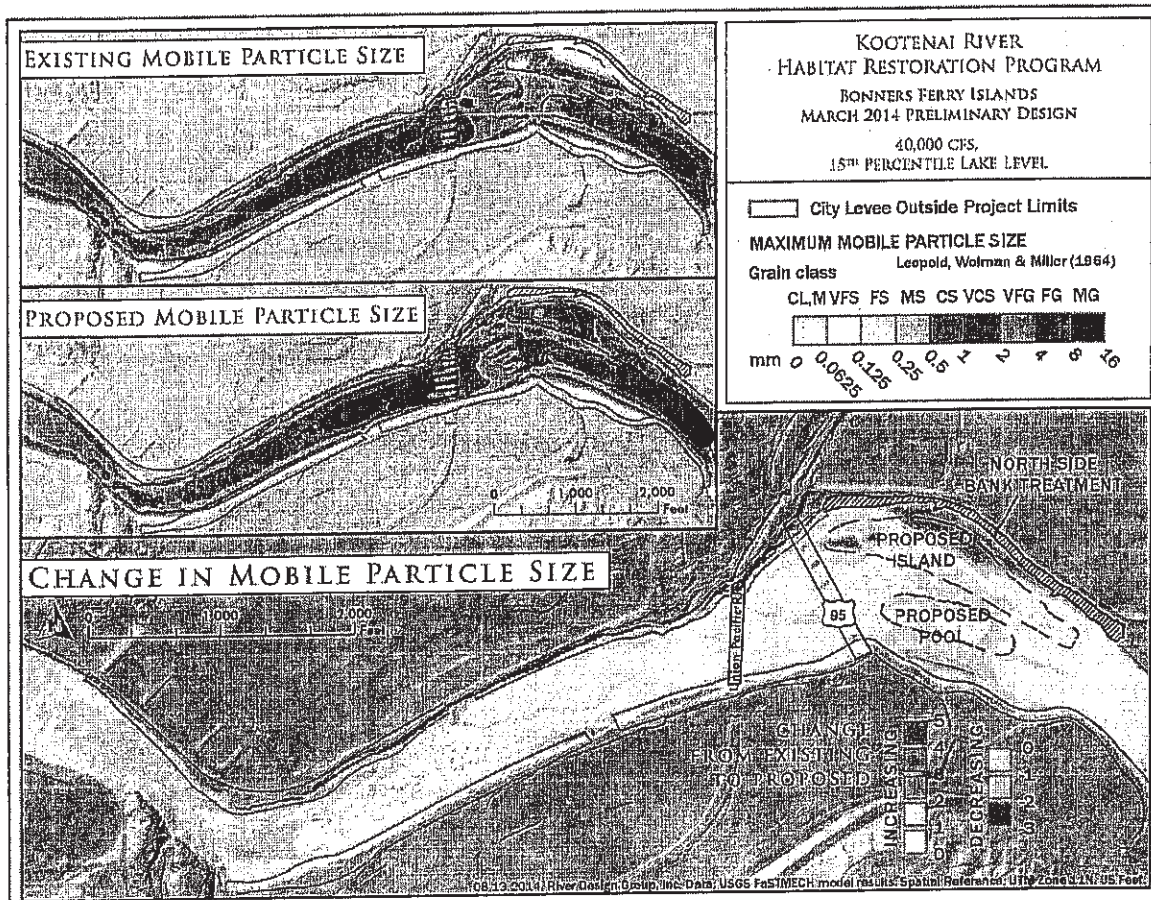
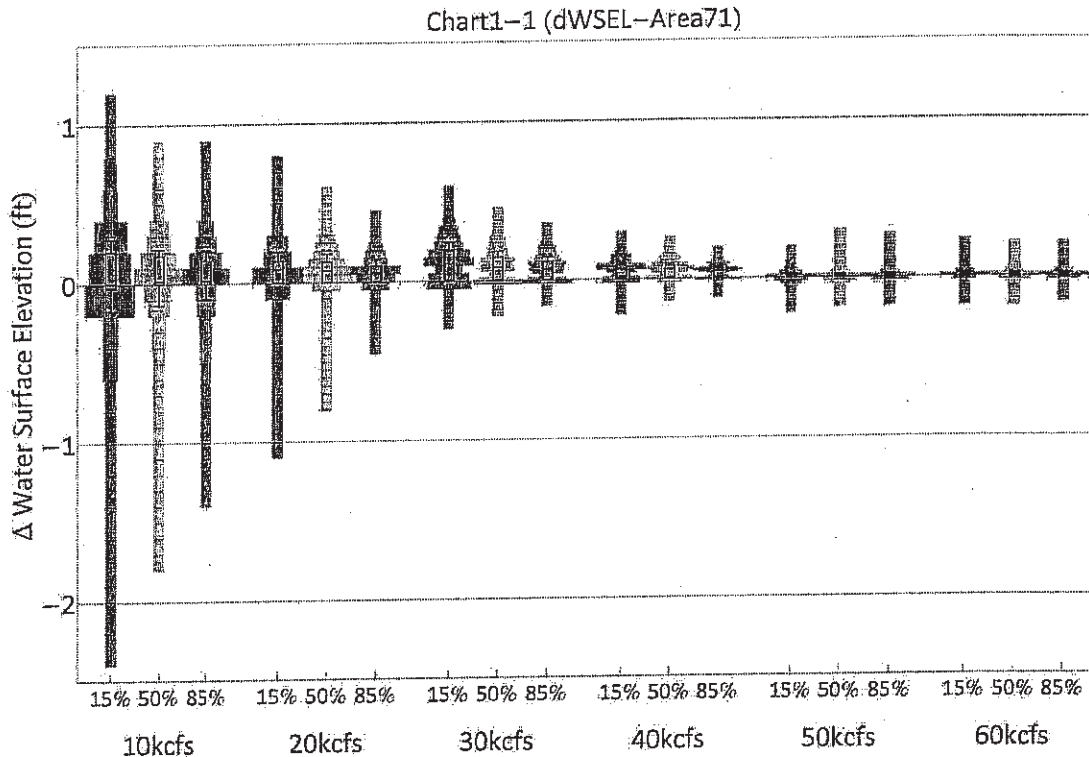


Figure 10. Map illustrating the change in maximum mobile grain size class along City Levees at 40,000cfs with a low Kootenay Lake level.

Montana Office  
236 Wisconsin Avenue  
Whitefish, Montana 59937  
(406) 862-4927 • Fax (406) 862-4963

Oregon Office  
311 SW Jefferson Avenue  
Corvallis, Oregon 97333  
(541) 738-2920 • Fax (541) 758-8524

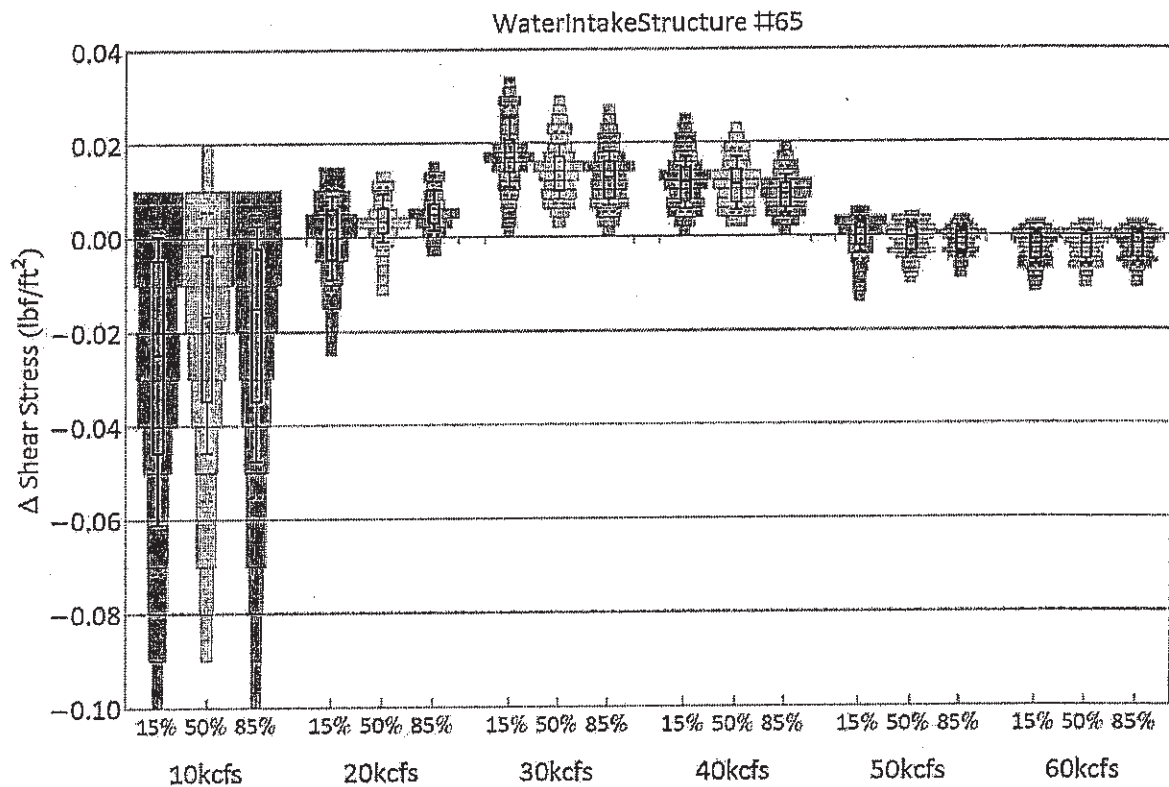




**Figure 11.** Change in water surface elevation along City Levees by flow and by percentile of the mean Kootenay Lake level for the given flow. Box plots represent values for the 5<sup>th</sup>, 15<sup>th</sup>, 25<sup>th</sup>, 50<sup>th</sup>, 75<sup>th</sup>, 85<sup>th</sup>, and 95<sup>th</sup> percentile of the mean. Colored histograms represent the distribution of all of the values, with the mode being the widest bin.

### 5.2.1 City Backup Water Intake Structure

A summary of shear stress results for pre and post project conditions in the vicinity of the City backup water intake structure using two-dimensional hydraulic modeling is shown in Figure 12. A map illustrating the changes in maximum grain class mobility at 40,000 cfs with a low Kootenay Lake level is provided in Figure 13. A summary of unit discharge (velocity and depth product) results for pre and post project conditions in the vicinity of the City backup water intake structure using two-dimensional hydraulic modeling is shown in Figure 14. Results of the two-dimensional hydraulic analysis indicate that sediment mobility (scour and/or deposition) will not be altered significantly in the vicinity of the intake structure as a result of the project. Results also indicate that unit discharge in the vicinity of the intake structure will remain unchanged except for lower flows where results indicate an average decrease of 6 cfs per foot at Kootenai River flows of 10,000 cfs with the median Kootenay Lake level.



**Figure 12.** Change in shear stress in the vicinity of the City backup water intake structure by flow and by percentile of the mean Kootenay Lake level for the given flow. Box plots represent values for the 5<sup>th</sup>, 15<sup>th</sup>, 25<sup>th</sup>, 50<sup>th</sup>, 75<sup>th</sup>, 85<sup>th</sup>, and 95<sup>th</sup> percentile of the mean. Colored histograms represent the distribution of all of the values, with the mode being the widest bin.

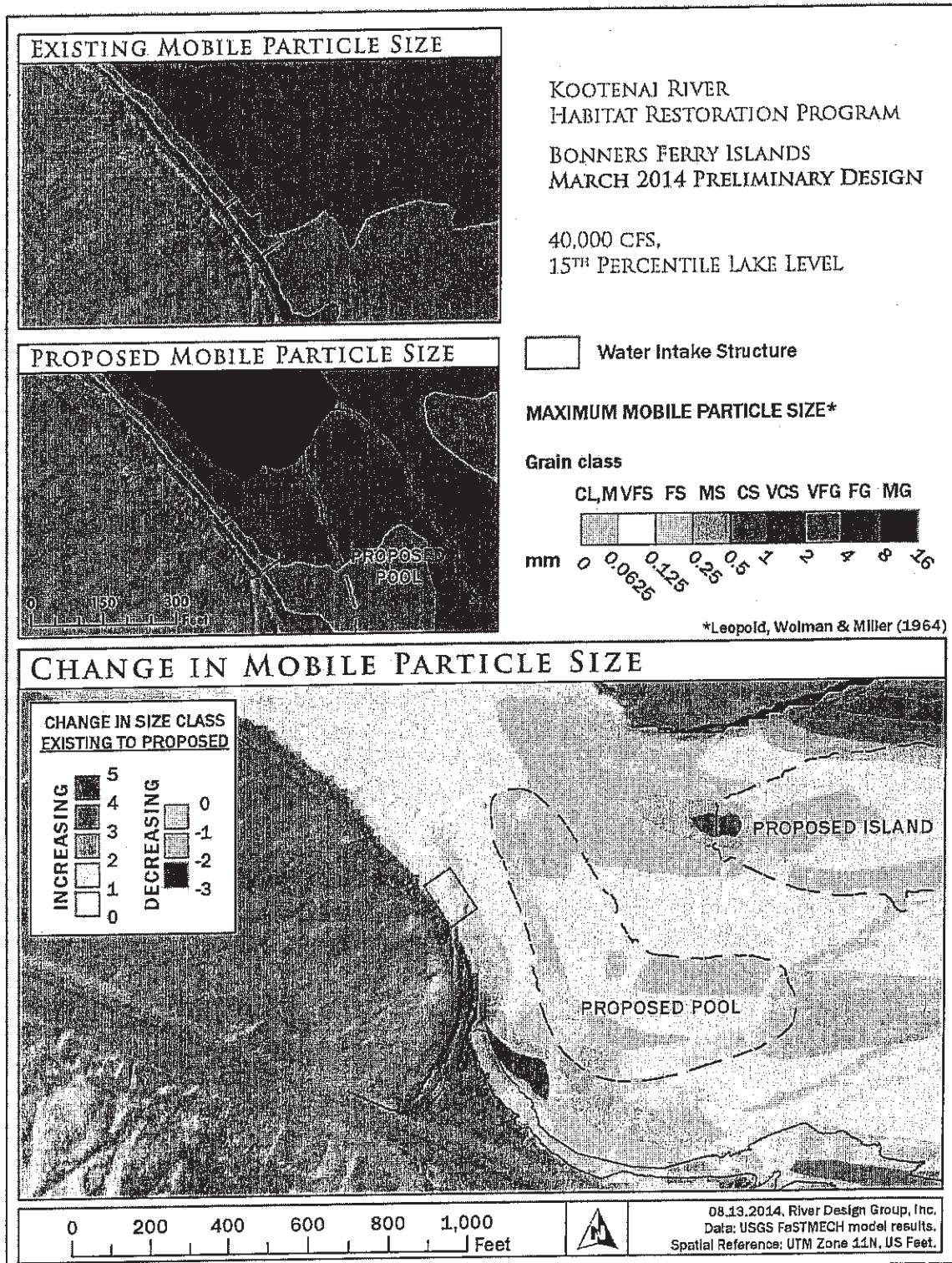
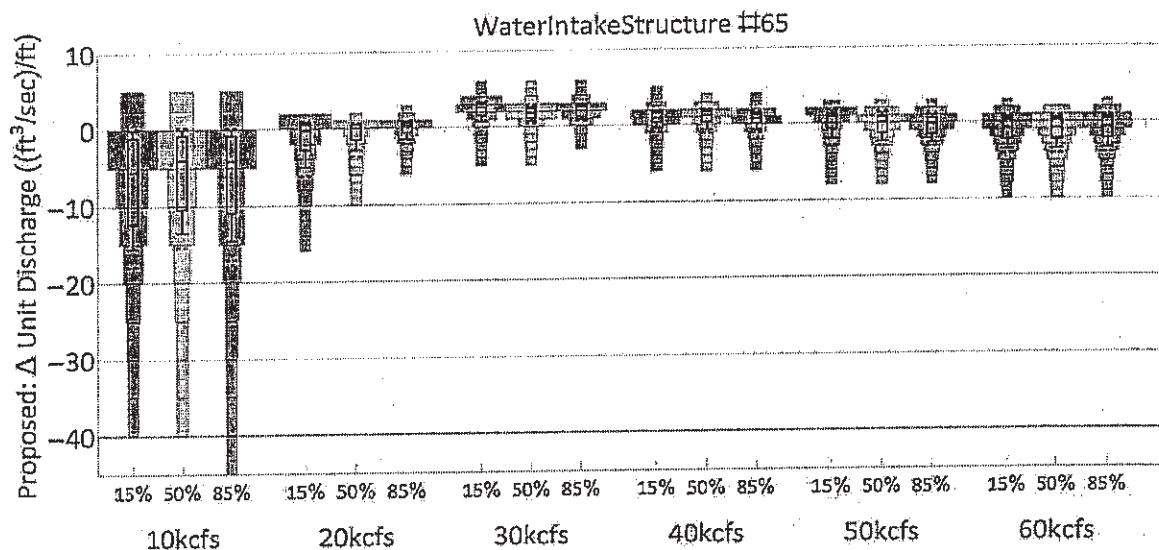


Figure 13. Map illustrating the change in maximum mobile grain size class in the vicinity of the City backup water intake structure at 40,000cfs with a low Kootenay Lake level.

Montana Office  
236 Wisconsin Avenue  
Whitefish, Montana 59937  
(406) 862-4927 • Fax (406) 862-4963

Oregon Office  
311 SW Jefferson Avenue  
Corvallis, Oregon 97333  
(541) 738-2920 • Fax (541) 758-8524





**Figure 14.** Change in unit discharge in the vicinity of the City backup water intake structure by flow and by percentile of the mean Kootenay Lake level for the given flow. Box plots represent values for the 5<sup>th</sup>, 15<sup>th</sup>, 25<sup>th</sup>, 50<sup>th</sup>, 75<sup>th</sup>, 85<sup>th</sup>, and 95<sup>th</sup> percentile of the mean. Colored histograms represent the distribution of all of the values, with the mode being the widest bin.

Results of the unit discharge analysis were refined further by isolating the model output grid cells to the water intake only (8 ft by 10 ft horizontal opening). The change in discharge across the face of the water intake was estimated by summing the change in unit discharge for the number of grid cells at the water intake, and then multiplying the sum by the grid cell width perpendicular to the flow. Results indicate that the changes in discharge at the intake for flows less than 20,000 cfs are highly variable ranging from a relative percent decrease of 30 percent to a relative percent increase of 78 percent. Results are summarized in Table 3. The change in discharge for higher flows was determined to be negligible based on the insignificant change in unit discharge for higher flows. The variability in the results is likely caused by the large model grid cell size (5 meters) relative to the size of the water intake.

Table 3: Project effects on discharge at the City backup water intake structure					
Kootenai River Discharge	Percentile of Mean Kootenay Lake Level	Pre Project Discharge at Intake (cfs)	Post Project Discharge at Intake (cfs)	Change in Discharge at Intake (cfs)	Percent Change in Discharge at Intake
6,000 cfs	15 <sup>th</sup> Percentile	29.3	24.9	-4.5	-15.3%
	50 <sup>th</sup> Percentile	29.9	30.4	0.5	1.6%
	85 <sup>th</sup> Percentile	49.6	34.0	-15.5	-31.3%
10,000 cfs	15 <sup>th</sup> Percentile	80.5	142.8	62.3	77.5%
	50 <sup>th</sup> Percentile	197.9	147.9	-50.0	-25.3%
	85 <sup>th</sup> Percentile	202.8	142.2	-60.7	-29.9%
20,000 cfs	15 <sup>th</sup> Percentile	580.7	584.8	4.0	0.7%
	50 <sup>th</sup> Percentile	605.7	611.3	5.6	0.9%
	85 <sup>th</sup> Percentile	618.0	634.5	16.5	2.7%

**Montana Office**  
 236 Wisconsin Avenue  
 Whitefish, Montana 59937  
 (406) 862-4927 • Fax (406) 862-4963

**Oregon Office**  
 311 SW Jefferson Avenue  
 Corvallis, Oregon 97333  
 (541) 738-2920 • Fax (541) 758-8524

## 6.0 CONCLUSIONS

Analyses completed in support of evaluating project effects on the City Levees and City backup drinking water intake structure indicate that the Bonners Ferry Islands and Straight Projects will not have a significant effect on river conditions near the levees and may have an effect on the City's ability to draw water from the Kootenai River at lower flows using the backup intake structure. Results indicate that localized changes in Kootenai River velocity could influence the amount of flow passing over the intake structure, however, the depth of flow passing over the intake structure would not change significantly. There is uncertainty with the results of this analysis due to the resolution of the model output relative to the smaller size of the intake structure.

Reach scale geomorphic monitoring cross sections measured upstream and downstream of the bridge by USGS demonstrate reach-scale quasi-stability and display no signs of vertical bed change over the last eight years. Comprehensive two-dimensional hydraulic modeling indicates that differences between simulated pre and post project hydraulic conditions will not cause significant changes in reach-scale stability or changes in localized hydraulics in the vicinity of City infrastructure.

Overall project performance expectations are described in detail in the preliminary design report. Performance expectations address risk, uncertainty, failure modes and timeframes for project success. Table 4 presents a summary of project technical risk derived from preliminary conclusions from the modeling analysis. Results and preliminary conclusions from the modeling effort including remaining uncertainties are described in more detail in the preliminary design report.

Table 4. Summary of technical risk for the Bonners Ferry Islands and Straight Reach projects				
Risk Element	Results	Risk	Risk Countermeasures	Document Location
Infrastructure	Insignificant changes to hydraulic conditions at bridges, utilities and infrastructure	Low	Owners continue annual inspections	Section 6.1.1 & Appendix A – Hydraulic Analysis
Bank Erosion	Insignificant changes to hydraulic conditions at untreated banks	Low	Monitor bank conditions and determine if maintenance is warranted	Section 6.1.2 & Appendix A – Hydraulic Analysis
Flooding	Nominal increase in flood stage (<0.1ft) is insignificant to Libby Dam operations	Low	USACE will continue to manage same flood elevations at Bonners Ferry	Section 6.1.3 & Appendix D – Flood Risk Analysis
Morphologic Change	Bonnors Ferry Island area pools likely to fill slowly over 10 to 20 years.  Islands likely to migrate downstream slowly.	Moderate	Monitor geomorphic change and determine if maintenance is warranted	Section 6.1.4 & Appendix E – Morphologic Change Analysis
Subsurface Conditions	Substrate consists of sand, gravel and cobble suitable for excavation and island construction	Low	Provide oversight during construction in order to monitor potential anomalies in substrate conditions	Section 6.1.5 & Appendix F – Subsurface Investigation
Vegetation Establishment	Narrow range of suitable conditions for desired plant communities overlaps with suitable conditions for reed canarygrass	Moderate	Multiple revegetation strategies employed.  Monitor vegetation and determine if maintenance is warranted	Section 6.1.6 & Appendix B – Vegetation Analysis

## 7.0 REFERENCES

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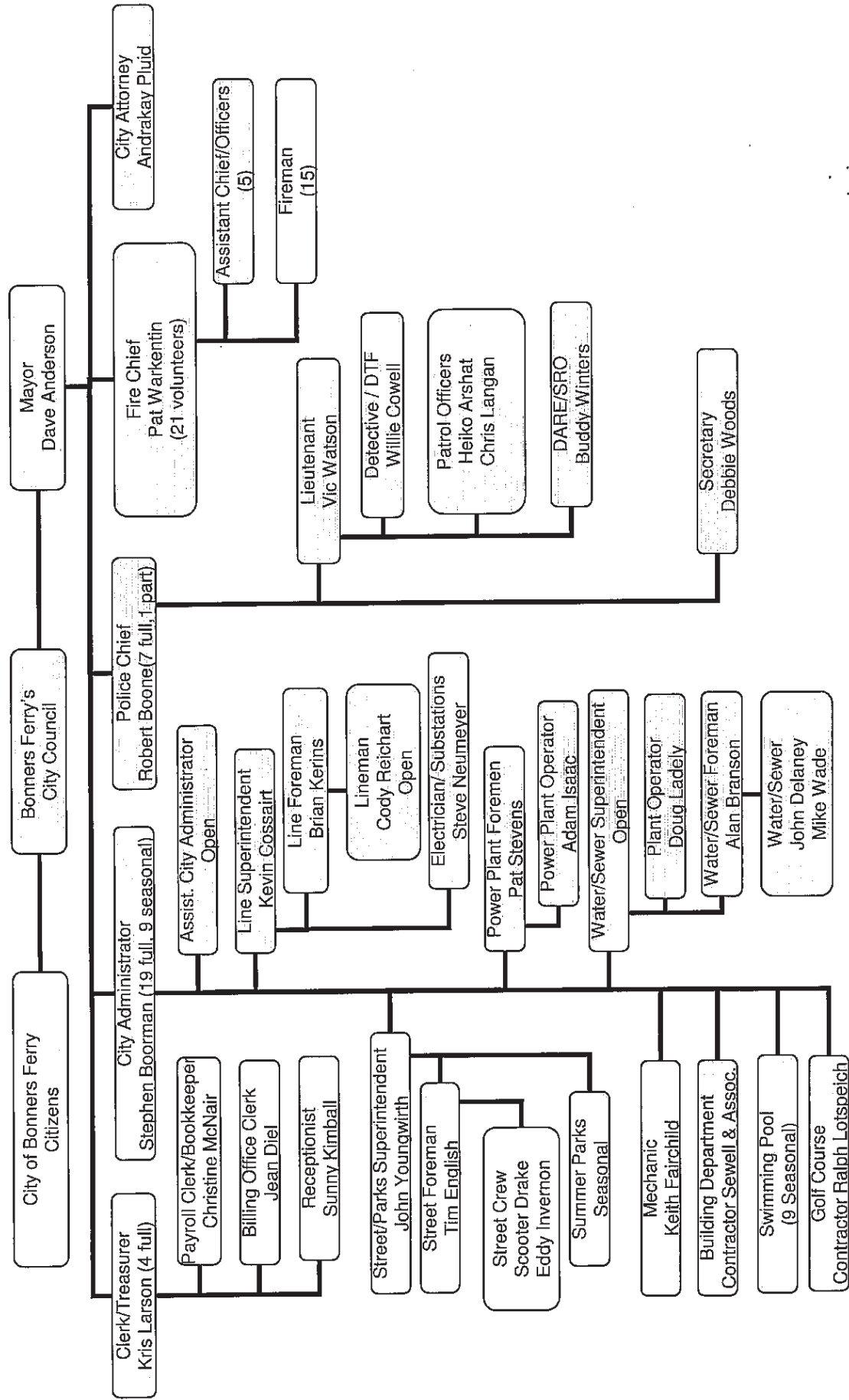
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236 Wisconsin Avenue  
Whitefish, Montana 59937  
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# City of Bonners Ferry Organization Chart



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