

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**

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

**AGENDA**  
**CITY COUNCIL MEETING**  
**Bonners Ferry City Hall**  
**7232 Main Street**  
**267-3105**  
**June 7, 2016**  
**7:00 p.m.**

### **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**

Colonel Thomas Rasmussen, Idaho National Guard – Strategic Re-stationing  
Toni Hackwith, Anderson Bros. CPAs – Fiscal Year 2015 Audit Presentation  
Friends of Mirror Lake – Outdoor Restroom

### **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 May 17, 2016 Council Meeting Minutes and May 26, 2016 Special Council Meeting Minutes

### **OLD BUSINESS**

### **NEW BUSINESS**

5. City – Discuss Filming/Recording Council Meetings
6. Golf – Discuss Fairway Restroom Project Completion (attachment)
7. City – Approve Special Event Permit for Nevin Neal from Bonners Ferry Baptist Church for Gospel Tent Meeting from July 3 through July 7, 2016 at the Boundary County Middle School Front Lawn (attachment)

8. City – Approve Special Event Permit for Jordan Productions Inc. for Jordan World Circus' Entertainment/Circus on June 12, 2016 at the Fairgrounds (attachment)
9. City – Approve Catering Permit for Mugsy's Tavern and Grill for the Bull Bash at the Fairgrounds on June 10, 2016 (attachment)
10. City – Hire Dennis Weed as Boundary Economic Development Committee Director
11. Traffic Safety – Approve Mayor's Recommendation to Appoint Foster Mayo to the Traffic Safety Committee for the Term Expiring December 31, 2017
12. Traffic Safety – Authorize Installation of Stop Sign on Comanche Court where it meets Comanche Street
13. City – Discuss Assistant City Administrator Position (attachment)
14. City – Discuss Grant Writer Request for Proposals or Statement of Qualifications for Professional Services (attachment)
15. City – Declare Items Surplus (attachment)
16. City – Authorize Mayor to Sign Radio Tower Agreement with Idaho Military Division (attachment)
17. City – Approve Personnel Policy Clarification for Use of Sick Leave; Correction of Vacation Accrual; and Deletion of Compensatory Time (attachment)

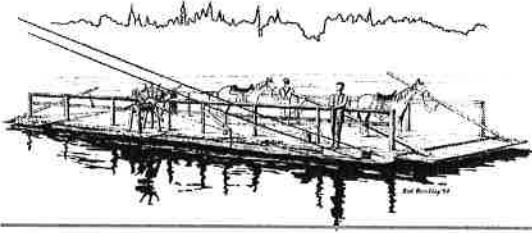
#### **EXECUTIVE SESSION PURSUANT TO IDAHO CODE 74-206, SUBSECTION 1**

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

#### **ADJOURNMENT**

#### **INFORMATION**

18. Electric/Water/Sewer – Profit Loss Reports (attachment)
19. City – Letter from Second Chance Animal Adoption, Inc. RE: Contract Increase (attachment)
20. City – AIC Conference in Boise June 22 through June 24, 2016



## 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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# Memo

**To:** Mayor and City Council  
**From:** Kris Larson, Clerk/Treasurer  
**Date:** 6/2/2016  
**Re:** Fairway Restroom Project

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Brion Poston, Golf Committee Chairman, phoned today and said the golf course restroom project is costing more than they anticipated. To date the costs have been paid by the Friends of Mirror Lake in the amount of \$7,175.83.

Brion said there will be a representative coming to speak to council regarding the estimated costs to complete the restroom and they would like the City to participate financially to get the restroom completed.

There is \$1,548.11 remaining in the account for Friends of Mirror Lake at this time. The Friends of Mirror Lake have raised \$18,726.34 since September, 2014. The tee markers and bases project costs were \$9,766.55.

If you have any questions please call me at 267-0351 or Mike Klaus at 267-0357.

Thanks,

Kris

2016-10

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

Date of Application May 27, 2016  
License Issued to: Bonnors Ferry Baptist Church (Nevin Neal)  
Business Name: Bonnors Ferry Baptist Church  
Mailing Address: PO Box 1087 Bonnors Ferry, ID 83805  
Physical Address: 6892 Cody Street  
Phone Number: (208) 267-3746  
Type of Event: Gospel Tent Meeting  
Dates of Event: 7/3/16 - 7/7/16  
Location of Event: Boundary County Middle School (FRONT LAWN)  
Time of Event: 7:00 each evening

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:

- A. If sponsored by a local resident, entity or group, a signed copy of licensee's contract with the local sponsor.
- B. Evidence of at least one million dollars (\$1,000,000.00) combined single limit liability insurance that names the City as co-insured.
- C. 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 Nevin Neal  
Printed Name Nevin Neal  
Office/Title Pastor

RECEIVED  
MAY 27 2016  
CITY OF BONNERS FERRY

Office Use:  
Fee Paid 135.00 Date 5-27-16 Receipt No. 54  
Approved By \_\_\_\_\_ Date \_\_\_\_\_

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

Date of Application 5/26/16

License Issued to: Jordan World Circus

Business Name: Jordan Productions Inc.

Mailing Address: 3430 E. Flamingo Rd. #200, Las Vegas, NV, 89121

Physical Address: 3430 E. Flamingo Rd. #200, Las Vegas, NV, 89121

Phone Number: 702-456-2642

Type of Event: Entertainment/Circus

Dates of Event: 6/12/16

Location of Event: Boundary County Fairgrounds, 5<sup>th</sup> St. / 6550 Kootenai

Time of Event: 6 pm - 10 pm

By application, we agree to hold the City harmless from any and all acts of malfeasance and nonfeasance of the licensee, its agents, employees and guests; and

- A. If sponsored by a local resident, entity or group, a signed copy of licensee's contract with the local sponsor.
- B. Evidence of at least one million dollars (\$1,000,000.00) combined single limit liability insurance that names the City as co-insured.
- C. 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.  
\$100.00 Event Fee plus \$100.00 Cleanup Fee**

Applicant Signature Ashley Hay

Office/Title Jordan Productions Inc. / Agent

Office Use:

Fee Paid

Date 5-31-16

Receipt No. 187

Approved By \_\_\_\_\_

Date \_\_\_\_\_

RECEIVED

MAY 31 2016

CITY OF BONNERS FERRY

**CITY OF BONNERS FERRY**  
**CATERING PERMIT APPLICATION**

Owners Name: Danielle Reason

Business Name: Mugsy's Tavern & Grill

Business Address: 7161 main st BF 83805

State Beverage License Number: 17382

I hereby request a catering permit for the following dates: 6/10/16

from the hours of 5 a.m. (p.m.) to 10 a.m. (p.m.) at the

following location: Fair grounds

Catering will be done for the following group or organization sponsoring the event: Bull Bash

Type of Event: Bull Riding

Wine: \_\_\_\_\_ Beer:  Hard Liquor: \_\_\_\_\_

Danielle Reason 6/2/16  
Signature of the Licensee Date

Danielle Reason  
Printed Name

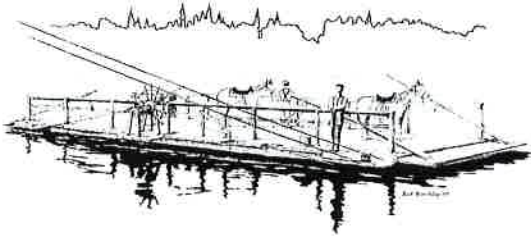
Address: PO Box 1645 Phone: 267-8059

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

RECEIVED  
JUN 02 2016  
CITY OF BONNERS FERRY



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

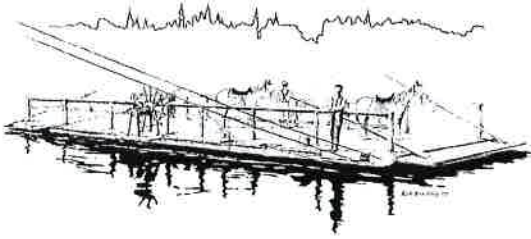
Date: June 7, 2016  
To: City Council  
From: Mike Klaus, City Engineer/Administrator  
Subject: Proposed Position - Assistant City Administrator

I propose advertising for a part time position (25-35 hours per week) that would be mainly focused on planning zoning work, and also provide help with administrative work. If the Council would allow, I propose that this person, if hired, would have the following job duties:

- All planning and zoning administration, while working out of City Hall to provide local presence and availability for our citizens.
- Assist City administrator with contract management of utility projects.
- Assist City administrator with tracking and completing annual duties required by FERC, DEQ, EPA, and other agencies that the City deals with.
- Assist City with submitting grant applications for various projects that we often apply for.
- Potentially assist with organizations such as the Urban Renewal Agency, coordinate with BEDC and other organizations that the City is directly involved with.

If the Council approves, I would put together a complete job description for your review, then advertise for the position as soon as possible. Thank you for your consideration of this matter.

Mike



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

Date: June 7, 2016  
To: City Council  
From: Mike Klaus, City Engineer/Administrator  
Subject: Sewer Bridge Project - Idaho Community Development Block Grant

The need to replace the sewer bridge piping across the Kootenai River has been recognized by the City for several years. The City has been planning to apply for a block grant to replace the sewer bridge piping. It was previously estimated that the project would cost approximately \$300,000.

The first step in applying for the grant is to select a grant writer. In the past the City has used Panhandle Area Council (PAC) to complete grant applications, specifically with the help of Nancy Mabile and Sherri Wastweet. Since grant writing is considered a professional service, it is advisable to solicit for a Request for Proposals (RFP) from grant writers to assist the City.

Attached is generic advertisement to request proposals. I request that the City Council provide approval for me to edit the attached document and solicit RFP's as soon as possible for grant writing related to funding new sewer bridge piping.

Mike 



## REQUEST FOR PROPOSALS FOR GRANT ADMINISTRATIVE SERVICES

The City of Bonners Ferry is requesting proposals to assist the City in project planning and development, grant writing and administration of economic development, public facilities, senior/community centers and /or imminent threat projects for a period of three (3) years. It is anticipated that the City will pursue a series of Idaho Community Development Block Grants in this time period to assist in funding projects that may arise.

The City is soliciting proposals for these services to assist the City with grant writing, managing and administering state and/or federal funds for the completion of potential projects. The agreements will be on a lump sum, fixed price basis (or cost-reimbursement “not to exceed” basis), with payment terms to be negotiated for each funded project.

Reimbursement for grant administration activities will be contingent on the city receiving CDBG, state and/or federal funds. The agreement will be on a fixed price basis with payment terms to be negotiated with the selected offeror.

Services to be provided include:

1. Grant Writing to include: (services not eligible for CDBG funding)
  - a. Project planning and development
  - b. Preparing CDBG application
2. Grant Administration to include: (services eligible for CDBG funding)
  - a. Project Set-Up – file set-up, facilitating financial management procedures including cost allocation plan, meetings with grantee and stakeholders, submission of pre-contract documents, responding to inquiries, and explaining CDBG requirements to the City and/or sub-recipient.
  - b. Environmental Review – Conducting an environmental review that complies with 24 CFR Part 58. Duties include, but are not limited to, assessing project site, touring the site, gathering and verifying documentation, determining clearance level, preparing an environmental review record, and collecting any technical environmental studies from the design professional. Publishing and posting public notices. Gathering and tracking comments. Debriefing City on the review. Establishing mitigation measures. Securing IDC’s environmental concurrence.
  - c. Acquisition and Relocation – Ensure City complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act for any property, permanent easements or long-term leases acquired for the CDBG project. Completing the grantee’s anti-displacement and relocation plan, touring of the project site, determining acquisition activity, ensuring grantee meets either the voluntary, basic, or

donation requirements as per the Uniform Act. Meeting with property owners. Submission of documentation to IDC.

- d. Labor Monitoring – Ensuring construction contractors are meeting the requirements of the Davis Bacon Act, Copeland Act, CWHSSA and Fair Labor Standards Act. Duties include, but are not limited to educating contractors about the labor requirements, providing labor documents and forms to contractors and their sub-contractors, identify appropriate wage determination, requesting additional wage classifications, reviewing and tracking payrolls, conducting employee interviews on-site or mail, traveling to project site, observing workers, comparing payroll information to interview, documenting payroll reviews, identifying and investigating errors with contractor, reporting and facilitating the correction of errors or problems to Commerce, and completion of required labor reports.
- e. Project Monitoring (during procurement and construction) – Assist City in setting up the procurement and then the selection of a design professional and/or contractors in accordance with CDBG requirements. Participating in pre-bid, pre-construction and construction progress meetings. Review of bidding documents, construction progress monitoring, reporting, and construction close-out. Observing construction progress. Monitoring of design professional procurement process. Financial management duties which includes coordinating contractor and design professional pay applications, preparation of CDBG request for funds, submission of request to IDC and ensuring proper disbursement of CDBG expenditures.
- f. Civil Rights – Equal Access – Completing CDBG civil rights activities and documents. Duties include explain and educating contractors on the complying with Section 3 requirements and hiring of disadvantage business enterprises. Submission of RFP to Idaho PTAC. Ensuring accurate completion of Section 3 Reports and the Contractor / Sub-contractor Activity Report. Assisting the City in conducting a Limited English Proficiency (LEP) four-factor analysis. Submission of City profiles. Promoting disadvantage business enterprises and fair bidding practices. Ensure public display of EEO posters.
- g. Fair Housing Plan – Helping to ensure the City is taking steps to affirmatively further fair housing. Duties include ensuring the City understands and adopts the fair housing resolution, proclaiming fair housing month, and displaying fair housing information. Assisting and guiding the City in completing a fair housing assessment including identifying impediments and actions to mitigate any impediments.
- h. 504 / ADA Self Evaluation and Transition Plan – Assisting the City in conducting a self-evaluation of its facilities, services, and programs. Helping to develop and implement a transition plan and the effective communication checklist. Ensuring the City has in-place a 504 coordinator, non-discrimination policy and grievance procedure.

- i. Project Close-Out – Documentation that the City has met their CDBG national objective and contractual performance requirements. Completing for review and signature ICDBG closeout documents. Ensure all project and close out documents are submitted and approved by IDC. Ensure requested documents, concerns, and findings are addressed and resolved.

Responses should include and will be evaluated according to the following criteria:

Capability to Perform Project (i.e., firm’s history, areas of expertise, address of office that will manage project, length of time in business, firm’s legal structure, firm’s commitment to provide necessary resources to perform and complete project). (25 pts.)

Relevant Project Experience (i.e., description of other projects executed by the firm that demonstrate relevant experience; list of all public sector clients for whom you have performed similar work in the past five years, which should include name, address, and phone number of a person who can be contacted regarding the firm’s performance on the project). (25 pts.)

Qualifications of Project Team (i.e., résumé for the key people assigned to the project including sub-consultants; key personnel roles and responsibilities on this project; identify project manager who will be responsible for the day-to-day management of project tasks and will be primary point of contact). (25 pts.)

Project Approach and Schedule (i.e., the tasks that must be accomplished to complete the project; how the firm proposes to execute the tasks; unique aspects of the project and alternative approaches the owner might wish to consider). (25 pts.)

Selection Committee Interview. (Optional) Firms may be asked to make brief presentations covering their relevant experience, their understanding of the project’s requirements and their own approach to designing and supervising the job. (20 pts.)

Total Points Possible = 120

Selection of finalists to be interviewed will be based on an evaluation of the written (and interview) responses. Award will be made to the most qualified firm or individual whom is deemed most advantageous to the City of Bonners Ferry, all evaluation criteria considered.

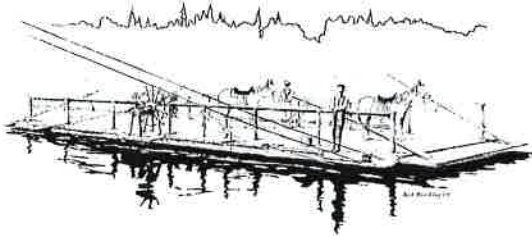
Questions and responses should be directed to:

Project Contact Person:	Mike Klaus, City Administrator
Address	P.O. Box 149 7232 Main Street
City, State Zip Code	Bonners Ferry, ID 83805
Phone number	(208) 267-3105
Email address	mklaus@bonnersferry.id.gov

All responses must be postmarked no later than \_\_\_\_\_ (date).  
Please state "Bonners Ferry 3-year Grant Writing and Administrative Services Proposal" on the outside of the response package.

The agreement(s) for each funded project will be on a fixed price basis, with payment terms to be negotiated with the selected offeror.

This solicitation is being offered in accordance with OMB Circular A-102 and the Idaho statutes governing procurement of professional services. The City of Bonners Ferry reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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Date: June 7, 2016  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: Vehicle/Equipment Surplus List

Attached is the list of vehicles and equipment that staff would like to have declared surplus, so that the items can be legally auctioned or sold. Some of the items listed were previously declared surplus by the Council several months ago. Several items have also added the list, and I am requesting that all of the items be declared surplus by the Council. The auction is scheduled for Friday June 24, 2016.

Thank you,

Mike

CITY BID SURPLUS EQUIPMENT AUCTION

BID SHEET

The City of Bonners Ferry is disposing of the items listed below by sealed bids. The vehicles listed will be displayed in the parking lot adjacent to, and north of City Hall from June 21, 2016 through June 24, 2016. All bids must be submitted by 3pm, June 24, 2016.

All items are sold as is with no warranty. The City of Bonners Ferry reserves the right to reject any and all bids, to waive any irregularities in the bids received and to accept the bid that is in the best interest of the City.

**The successful Bidder must remove the equipment by 5pm, Monday June 27, 2016.**

**All equipment is where is, how is, there are no warranties or promises on condition.**

Auction Items:

1990 GMC Suburban 4x4  
Vin # 1GKGV26K5LF522116  
Minimum Bid = \$500

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2000F-450 4x4 Bucket Truck  
Vin # 1FDXF47F3YEA02933  
Minimum Bid = \$5000

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1991 Ford Super Duty 1 Ton Dump Truck  
Vin # 2FDLF47G4MCA53302  
Minimum Bid = \$750

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1996 Chevy S-10  
Vin # 1GCCS19X8T8170514  
Minimum Bid = \$500

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1987 Ford 9000 Dump Truck  
Vin # 1FDYU90WZGVA57163  
Minimum Bid =

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Jacobsen Mower 3 Wheel  
677211804  
Minimum Bid = \$100

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1998 Reel Master 5200D Mower  
03540-80328  
Minimum Bid

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1998 Ground Master 4550 Mower  
30450-210000117  
Minimum Bid

\_\_\_\_\_

Tailgate for 2015 Chevy 1 Ton  
Minimum Bid

\_\_\_\_\_

2 Bumpers for 2015 Chevy 1 Ton  
Minimum Bid

\_\_\_\_\_

1980 GMC 7000 Dump Truck, V8  
T17DEAV591699  
Minimum Bid = \$1,200

\_\_\_\_\_

1989 International Dump Truck  
IHTCPASR7KH630223 – Broken Frame  
Minimum Bid = \$1,000

\_\_\_\_\_

Cushman TURF-TRUCKSTER  
1CUNH3278LL00060  
Minimum Bid = \$200

\_\_\_\_\_

Canon Copier  
#2090429  
Minimum Bid = \$50

\_\_\_\_\_

HP LaserJet 5 SI  
Printer  
Minimum Bid = \$25

\_\_\_\_\_

Air Compressor – 3-phase  
564287  
Minimum Bid = \$500

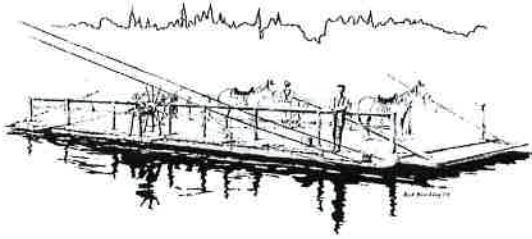
\_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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Date: June 7, 2016  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: Communication Tower Agreement

Attached is an agreement proposed by the Idaho Military Division to use the City's tower to place communication equipment to provide for public safety communications. The tower was installed by EL Automation, but is owned by the City. Our tower lease agreement with El Automation allows for the City to enter this agreement with the Idaho Military Division. I do not see that entering this agreement would have any negative impacts to the City.

I believe there is a typo in the agreement that should be corrected. If the Council approves of the agreement, I recommend giving the Mayor authority to sign it, once corrected.

Thank you,

Mike



**Memorandum of Agreement**  
**between**  
**The Idaho Military Division, Public Safety Communications**  
**and**  
**The City of Bonners Ferry**  
**(Tower Use and Access)**

This Memorandum of Agreement (the "MOA") entered into this 1<sup>st</sup> day of July, 2016 by and between the City of Bonners Ferry ("CITY"), and the Idaho Military Division, Public Safety Communications ("STATE"). The STATE and CITY may hereinafter be collectively referred to as "Parties".

**WHEREAS**, CITY owns a communications tower, located at 101 Washington Street, Bonners Ferry, Idaho 83805. Latitude: 48:41:36.8N, Longitude: 116:18:36.7W.

**WHEREAS**, STATE has identified a need to establish wireless Point-to-Point (PTP) and Point-to-Multipoint (P2MP) links from the CITY's tower to the following locations: STATE's site at Black Mountain; Boundary County Extension Office (IBHS-EOC); Kootenai Tribal Police Department and the Bonners Ferry Army National Guard Armory.

**WHEREAS**, CITY has determined, based on information from the Tower Manager (Eric Lederhos, EL Automation), that said tower can accommodate the STATE's need without undue burden on CITY resources.

**NOW, THEREFORE**, in consideration of mutual promises and covenants hereinafter contained, and the recitals set forth above, the Parties to this Agreement do hereby agree as follows:

**Section 1.     Purpose**

STATE's use of the CITY's tower for wireless communications data links to provide adequate communications services to the STATE as well as other governmental agencies as listed above.

**Section 2.     Term and Termination**

- (a)       The term of this MOA is from 1 July, 2016 through 30 June, 2017. The MOA will automatically renew for four additional one (1) year terms unless it is terminated at the conclusion of the initial term. Such termination does not require the six (6) months-notice specified in section 2(b).

- (b) Either party may terminate this MOA with or without cause so long as the terminating party gives the non-terminating party six (6) months written notice. Upon termination, the STATE shall immediately remove all of its equipment from the tower facility and surrender all rights and privileges under this MOA.

**Section 3. Responsibility for Damages**

Insofar as allowed by state law, STATE shall assume liability for damages, claims, expenses or injuries to the tower facility under this MOA caused as a direct result of STATE's agents or equipment. CITY understands and agrees that in no event shall any official, officer, employee or agent of STATE be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this MOA, express or implied.

**Section 4. Provision of and Installation of Equipment**

STATE shall install and operate only the following equipment: Point-to-Point (PTP) 4.9 GHz link, 15" Panel Antenna, with a Cambium PTP-49650 or equivalent radio and Point-to-Multipoint (PTMP) 4.9 GHz link, 2 ft., 120 degree sector antenna, with a Ceragon FibeAir 2500 radio. The cost of installation and licensing fees shall be borne solely by STATE. The STATE will ensure all equipment is properly insured and licensed and that equipment will be operated under Part 101 of the Federal Communications Commission's rules.

**Section 5. Maintenance**

STATE equipment will be maintained so as not to interfere with the other users of the tower facility and will conform to any applicable guidelines governing the use of the tower facility. STATE will keep State-owned equipment operational and in good repair. CITY will provide access to State-owned communications equipment when such access is required for maintenance and or emergencies. If access to State-owned communications equipment is required for maintenance, STATE will notify the CITY before maintenance is performed.

**Section 6. Uses of Tower Facility**

- (a) In the event the CITY determines that the operation of the STATE's equipment causes interference to transmission or reception of any other communications systems in use within 100 ft. of the tower, the CITY shall send written notice to the STATE and the STATE shall take appropriate steps

necessary to mitigate said interference within three (3) days of having received written notice from the CITY.

- (b) In the event that either party shall default in performance of any material term, covenant, or condition of this MOA and fails to cure said default within thirty (30) days' notice from the other party, the non-defaulting party, may cancel this MOA at any point after the 30-day cure period.
- (c) This MOA does not modify the responsibilities and limitations of the parties as provided by law.

**Section 7. Amendments**

Amendments to this MOA shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

**Section 8. Non-Appropriation**

In order to comply with the requirements of Article VIII, Section 3 of the Constitution of the State of Idaho, the STATE understands and agrees that the CITY may, solely at its option, cancel this MOA for any fiscal year when the necessary funds for fulfillment of this Agreement are not budgeted for, and appropriated by, the CITY. CITY's fiscal year commences on the 1st day of October of each year and terminates on the 30th day of September of the following year. In the event of termination pursuant to this section, CITY must give thirty (30) days written notice to the STATE.

**Section 9. Liability**

CITY shall assume no liability for the acts, omissions to act or negligence of the STATE, its officers, agents, or employees; nor shall the STATE exclude liability for its own acts, omissions to act, or negligence to the CITY except as provided in section three (3) above.

**Section 10. Party Interests**

STATE agrees that this MOA creates no ownership interest in the CITY's property in favor of the STATE.

**Section 11. Notice**

Any notice given in connection with this Agreement shall be in writing and shall be delivered to the other party by first class mail, postage prepaid. Notice shall be deemed delivered after depositing notice or demand in the United States mail. Either party may change their address by giving written notice of the change to the other party.

**Lessor:** City of Bonners Ferry  
7232 Main Street  
PO Box 149  
Bonners Ferry, ID 83805

**Lessee:** Idaho Military Division  
Public Safety Communications  
700 South Stratford Drive, Building 6  
Meridian, ID 83642

**Section 12. Binding Effect**

This Agreement is binding upon and will run to the benefit of the heirs, executors, administrators, successors and assigns of ESCWD and IMD.

**Section 13. Amendment**

This Agreement represents the entire understanding of the parties, and may be changed, only in writing, signed by each party.

**Section 14. Approvals**

**IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SUBSCRIBED THEIR NAMES ON THE DATES WRITTEN BELOW:**

Accepted by:  
DIRECTOR  
THE ADJUTANT GENERAL  
IDAHO MILITARY DIVISION

Accepted by:  
MAYOR, CITY OF BONNERS FERRY

\_\_\_\_\_  
Major General Gary L. Saylor  
Director

\_\_\_\_\_  
David Sims  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Memorandum of Agreement between  
The Idaho Military Division, Public Safety Communications and the City of Bonners Ferry

Res. No. \_\_\_\_\_

## Sick Leave

Sick leave benefits are provided to regular full-time employees at the rate of 80 hours per year. Sick leave is a benefit to provide relief to the employee in the event of illness to the employee or his/her immediate family (member of the employee's immediate family or a parent of the employee). It is to be used ~~only~~ in the event of an illness or injury that prevents the employee from working productively or safely or if an immediate family illness presents no practical alternative for necessary care or to attend appointments with a health care provider . Sick leave must be requested at least within two hours of the time when the scheduled work period is to begin, unless circumstances outside the control of the employee prevent such notice. Elected officials or department supervisors asked to approve use of sick leave may, at Bonners Ferry expense, request an independent review of reported illness at any time by a competent medical authority.

Sick leave can accrue to a maximum of 480 hours. Sick leave benefit recipients will receive their normal compensation when using sick leave. Implementation of policy regarding sick leave can be found in resolutions adopted by the City Council. All unused sick leave will be forfeited without compensation upon separation from employment.

## Vacation Leave

Vacation leave is available to full-time regular employees. Vacation accrues from the start of employment in the following manner:

Length of Service	Vacation Accrual
1 through 10 years	80 hours / year
11 through 15 years	120 hours / year
Over <u>15</u> years	160 hours / year

## Compensatory Time Policy

~~It is the policy of Bonners Ferry that hourly employees who work over the regular hours paid in each seven-day work period may accrue compensatory time upon department head approval. Compensatory time in excess of 40 hours per week, or in excess of the work period interval established pursuant to 29 U.S.C. § 207(k) shall be computed at 1 ½ hours for each additional hour worked. The City Council has set a maximum accumulation of 40 hours that must be used within 90 days. Any compensatory time over that amount shall be paid in the next pay period.~~

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

REPORT FOR THE MONTH OF: **April, 2016**

	ENERGY SALES		DOLLARS		KWH SOLD		# of Cust.	
	This Month	Year to Date	This Month	Year to Date	This Month	Year to Date	This Month	Year to Date
1 Residential & Farm	\$156,524	\$1,159,376			2,148,230	16,575,527	1,967	
2 Residential Seasonal								
3 Commercial - small (50 KVA or less)	\$42,527	\$323,069			619,075	4,775,953	463	
4 Commercial - large (over 50 KVA)	\$87,460	\$603,026			1,416,433	9,798,922	179	
5 Industrial	\$101,672	\$623,511			2,017,285	11,994,125	12	
6 Irrigation and/or drainage pumping	\$2,932	\$17,434			39,905	222,067	7	
7 Public Street Lighting	\$2,438	\$17,066					3	
8 Interdepartmental	\$4,457	\$31,185			62,386	439,965	28	
9 Self Consumed	\$255	\$1,693			3,343	21,254	3	
10								
11								
12 Total (1 thru 11)	\$398,265	\$2,776,360			6,306,657	43,827,813	2,662	
<b>INCOME STATEMENT</b>								
<b>OTHER REVENUES</b>								
13 Pole Use		\$1,750				\$399,285		\$2,790,008
14 Connects	\$740	\$5,155						
15 Conservation								
16 Misc. Electric Revenue	\$280	\$6,743				\$355,511		\$2,084,816
17 Total Misc. Revenue (13 thru 15)	\$1,020	\$13,648				\$40,235		\$281,645
18 Total Operating Revenue (12 + 16)	\$399,285	\$2,790,008				\$19,964		\$139,500
<b>OPERATING EXPENSES</b>								
19 Generation	\$22,796	\$121,439				\$2,085		\$16,859
20 Power Purchases - BPA	\$184,193	\$1,230,426				\$15		\$5,032
21 Power Purchases - Other								
22 Maintenance - General Property	\$5,576	\$34,510				\$2,100		\$21,891
23 Conservation	\$8,830	\$31,269				(\$16,386)		\$289,194
24 Customer's Svc & Record	\$4,983	\$28,566						
25 Total Ops & Treatment Expense								
26 Administrative and General	\$81,180	\$384,218				\$0		\$21,216
27 Transmission	\$41	\$241				\$2,603		\$18,221
28 Distribution	\$43,575	\$229,890						
29 Rolling Equipment	\$4,337	\$24,257						
30 Total Operating Expenses(19 thru 29)	\$355,511	\$2,084,816						
<b>19. Total Income deductions (14 thru 18)</b>								
<b>20. Net Income (13 minus 19)</b>								
						\$2,603		\$39,437
						(\$18,989)		\$249,757

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

REPORT FOR THE MONTH OF: *April, 2016*

	SALES	DOLLARS		Cubic Feet Sold		# of Cust.
		This Month	Year to Date	This Month	Year to Date	
1	<i>Residential</i>	\$49,968	\$348,994	584,514	4,369,963	1,084
2	<i>Commercial - small</i>	\$20,045	\$134,947	292,038	2,092,254	217
3	<i>Commercial - large</i>	\$11,269	\$81,352	217,409	1,646,892	79
4	<i>Interdepartmental</i>	\$363	\$2,437	5,373	30,829	6
5	<i>Wholesale</i>					
6	<i>Industrial</i>	\$341	\$2,327			2
7	<i>Pumping &amp; Drainage</i>	\$76	\$522			1
8	<b>Total (1 thru 7)</b>	<b>\$82,062</b>	<b>\$570,579</b>	<b>1,099,334</b>	<b>8,139,938</b>	<b>1,389</b>
<b>INCOME STATEMENT</b>						
<b>OTHER REVENUES</b>						
9	<i>Bulk Water Sales</i>	\$200	\$200			
10	<i>Coin Op Sales</i>		\$498			
11	<i>Misc. Water Revenue</i>					
13	<i>Connect Fees</i>	\$2,959	\$12,106			
14	<i>Grant Revenue</i>					
15	<b>Total Misc. Revenue (9 thru 14)</b>	<b>\$3,159</b>	<b>\$12,804</b>			
16	<b>Total Operating Revenue (8 + 15)</b>	<b>\$85,221</b>	<b>\$583,383</b>			
<b>OPERATING EXPENSES</b>						
17	<i>Source of Supply</i>	\$132	\$6,056			
18	<i>Pumping</i>	\$945	\$256			
19	<i>Treatment</i>	\$10,452	\$88,883			
20	<i>Transmission</i>	\$143	\$1,114		\$118	\$825
21	<i>Distribution</i>	\$4,972	\$35,509			\$226
22	<i>Line Operation/Maintenance</i>	\$1,767	\$13,882		\$118	\$1,051
23	<i>Meter Maintenance/Reading</i>	\$239	\$5,606		\$8,335	\$54,529
24	<i>Structure Maintenance</i>	\$90	\$4,825			
25	<i>Customer Service</i>					
26	<i>Customer Accounting</i>	\$1,748	\$9,964			\$18,468
27	<i>Rolling Equipment</i>	\$1,578	\$13,418			
28	<i>General &amp; Administrative</i>	\$22,007	\$117,715			
29	<i>Conservation</i>					
30	<i>General Property Maintenance</i>		\$2,818			
31	<b>Total Operating Expenses(17 thru 28)</b>	<b>\$44,073</b>	<b>\$300,046</b>		<b>\$0</b>	<b>\$18,468</b>
	<b>1. Total operating Revenue (line 16)</b>				<b>\$85,221</b>	<b>\$583,383</b>
	<b>2. Operating revenue deductions:</b>					
	<b>3. Total operating expenses (line 29)</b>				<b>\$44,073</b>	<b>\$300,046</b>
	<b>4. Depreciation</b>				\$28,670	\$200,690
	<b>5. Amortization</b>					
	<b>6. Taxes (General Fund Transfer)</b>				\$4,261	\$29,169
	<b>7. Tax equivalents (Interest to General Fund)</b>					
	<b>8. Total operating revenue deductions(3 thru 7)</b>				<b>\$77,004</b>	<b>\$529,905</b>
	<b>9. Operating Income (1 minus 8)</b>				<b>\$8,217</b>	<b>\$53,478</b>
	<b>OTHER INCOME</b>					
	<b>10. Interest</b>				\$118	\$825
	<b>11. Misc. Non-operating revenue (net)</b>					\$226
	<b>12. Total other income (10 + 11)</b>				<b>\$118</b>	<b>\$1,051</b>
	<b>13. Gross Income (9 + 12)</b>				<b>\$8,335</b>	<b>\$54,529</b>
	<b>14. Interest on long term debt</b>					\$18,468
	<b>15. Interest on investment of municipality</b>					
	<b>16. Miscellaneous income deductions</b>					
	<b>17. Total Income deductions (14 thru 16)</b>				<b>\$0</b>	<b>\$18,468</b>
	<b>18. Net Income (13 minus 17)</b>				<b>\$8,335</b>	<b>\$36,061</b>

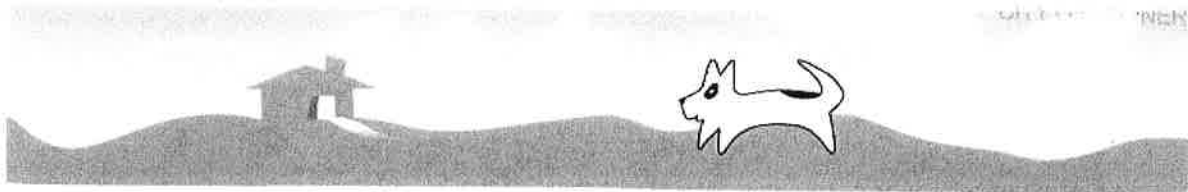
**CITY OF BONNERS FERRY SEWER FUND**

**MONTHLY FINANCIAL AND OPERATING REPORT**

REPORT FOR THE MONTH OF: *April, 2016*

	DOLLARS		Cubic Feet Sold		# of Cust.
	This Month	Year to Date	This Month	Year to Date	
<b>SALES</b>					
1 Residential	\$27,844	\$185,061			1,005
2 Commercial - small	\$16,440	\$107,191			205
3 Commercial - large	\$9,100	\$59,648			67
4 Interdepartmental	\$26	\$167			1
5 Wholesale					
6 Industrial	\$51	\$335			2
7 Pumping & Drainage					
8					
9 Total (1 thru 7)	\$53,461	\$352,402	0	0	1,280
<b>INCOME STATEMENT</b>					
<b>OTHER REVENUES</b>					
10 Junk or Salvage Sold				This Month	Year to Date
11 Flusher Truck Rental				\$54,355	\$355,948
12 Misc. Sewer Revenue					
13 Connect Fees	\$894	\$3,546		\$35,638	\$184,668
14 Grant Revenue					
15 Total Misc. Revenue (10 thru 14)	\$894	\$3,546		\$5,700	\$39,900
16 Total Operating Revenue (9 + 15)	\$54,355	\$355,948			
<b>OPERATING EXPENSES</b>					
17 Pumping & Lift	\$1,550	\$16,459			
18 Treatment	\$7,100	\$63,976			
19 Dredging	\$4,408	\$15,651			
20 Transmission		\$110		\$248	\$1,621
21 Distribution	\$6,326	\$15,372			\$20
22 Collection	\$0	\$0		\$248	\$1,641
23 Operation Lines	\$676	\$4,905		\$10,547	\$115,223
24 Maintenance of Lines	\$181	\$959			
25 Structure Maintenance		\$232			
26 Customer Service		\$810			
27 Customer Accounting	\$168	\$810			
28 Rolling Equipment	\$3,851	\$11,405			
29 General & Administrative	\$11,124	\$53,616			
30 General Property Maintenance	\$254	\$1,173			\$0
31 Total Operating Expenses(17 thru 30)	\$35,638	\$184,668		\$10,547	\$115,223





## **SECOND CHANCE ANIMAL ADOPTION, INC**

**P.O. Box 1925 Bonners Ferry, Id. 83805 (208)267-2815**

**501 (c ) (3) Number 82-0516848**

**Our mission:**

**We strive to act as faithful stewards for all abandoned, lost, homeless, and abused animals entrusted to our care in Boundary County, with the ultimate goal of finding lifelong, loving homes for every one.**

**TO: The City of Bonners Ferry**

**Second Chance Animal Adoption, Inc is requesting a fee rate increase of 3%.**

**We have experienced ever increasing costs of operations in part due to a general cost of living increase. We would highlight as a part of that the City of BF utilities have increased more than 3%. Although, we make every attempt to reduce our utility cost through prudent usage, we have, in spite of a reduction in use had to meet an increase in costs.**

**We appreciate the on-going support that you give SCAA, Inc. for the care of lost and abandoned dogs in our town. It is as a team that we are able to provide such a needed humanitarian effort for our local dogs when they need care.**

**The cooperation of the Mayor and law enforcement and the city council and SCAA provide for Bonners Ferry an exemplary service not enjoyed by all small communities.**

**We appreciate this small additional financial support that enables us to continue to provide this much needed service.**

**Sincerely,**

**Georgette Baillesd'err, President**

**Mary Ann Kruger, Director**

**Kate turner, Vice President**

**Jan Rudeen, Director**

**Kathy Sheffler, Treasurer**

**Marcia Kirby, Director**

**Mila Cousins, Secretary**