

Welcome to tonight's City Council meeting!

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

Vision Statement

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

**AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
August 7, 2018
6:00 p.m.**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

GUESTS

Jim Thompson – Grandview Cemetery

PUBLIC COMMENTS

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

REPORTS

Police/Fire/City Administrator/City Engineer/Economic Development Coordinator/Urban Renewal District/City Planner Update/SPOT

CONSENT AGENDA

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of July 17, 2018 Council meeting minutes and July 31, 2018 Special Council meeting minutes

OLD BUSINESS

NEW BUSINESS

4. City – Approve Publication of Proposed Budget for Fiscal Year 2019 {action item}
5. City – Discuss Waiving Special Event Fee for the Carry the Fallen Event {action item}

6. City – Consider Submitting Comments to ITD for Phase 2 (attachment) {action item}
7. City – Authorize Mayor to Sign the Dispatch Agreement for Fiscal Year 2019 with Boundary County (attachment) {action item}
8. City – Authorize Mayor to Sign Contract for Fiscal Year 2019 with Second Chance Animal Adoption (attachment) {action item}
9. City – Authorize Mayor to Sign Joint Pole Use Agreement with Fat Beam (attachment) {action item}
10. Police – Authorize Mayor to Sign Memorandum of Understanding with Boundary County School District (attachment) {action item}
11. City – Authorize Mayor to Sign Timber Sale Contract with Idaho Forest Group (attachment) {action item}
12. City – Discuss Arts Commission Draft Language (attachment) {action item}
13. City – Discuss/Approve PTO Policy (attachment) {action item}
14. City – Approve High 5 Funding Request for Cardio Equipment (attachment) {action item}

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

Working to bring water to Old Grandview Cemetery

July 22, 2018



Jim Thompson surveys the difference the water he coaxes out makes in the plot he's tended and maintained in Old Grandview Cemetery for about four years. With enough donations, he hopes to see all of Old Grandview just as green.

By Mike Weland
Publisher

About four years ago, Jim Thompson, for years the beloved custodian at Mt. Hall Elementary and until his retirement just a few years ago the man who kept the Boundary County Courthouse shining, "adopted" a small section of the Old Grandview Cemetery to take care of.

Nearly every day through the summer, he raked, clipped, cut back brush, mowed and, most importantly, watered.

A Vietnam veteran who served with the 23rd Infantry "Americal" Division, Jim primarily volunteered his time to honor the many military veterans at rest in the older part of Grandview, to make their resting place more beautiful.

His wife, Lila, is often at his side.

Having called Boundary County home for over 70 years, he also knew many of those at rest beneath those headstones, and he did it for them, too. Just over a year ago, he saw a local mom and dad he's long known tending the grave of their son at the northern tip of the cemetery, prompting him to take on another area.

Again, he cut back the encroaching brush, raked, weeded, resodded areas and planted new grass where before grass wouldn't grow.

He went over the side and picked up years of vases and faded plastic floral arrangements and trash thrown over, and acquired 14 white barrels now strategically placed to ease the littering.



Jim disconnects the coupling to once again clean the filter screen, something he has to do several times a day due to rust in the pipes.

He spends between four to six hours each day, he said, so those at rest have a beautiful place in which to lie in repose, and those who visit have a place of serene beauty in which to spend time with loved ones who have gone before.

Except for volunteers, the old cemetery receives only limited maintenance. The cemetery board has little funding to allocate, and groundskeeper Alan Hamilton has limited resources or time, most needed to keep the "new" Grandview Cemetery kempt and tidy.

Jim would like to expand his work in the old cemetery, but getting that most important asset, water, to the parched grass is a daunting task.

"This water system is old," Jim said, pulling a rust-filled screen from the hose bib serving the plot he tends. "The pressure flakes the rust off the inside the pipe and pushes it up. I have to clean these screen filters five or six times every day I water."



No matter how hard you work, it only works if you have water.

mowers, rakes and hoses up and down the hill each day.

"It saves me a lot of carrying and carting around," he said. "When I'm too old to keep this up, I'll donate it to the cemetery."

To help stave off that unimaginable yet inevitable day, in May, Jim, with the endorsement of American Legion Post 55 and VFW Post 3622, established the "New Waterline for Grandview Cemetery" fund at Mountain West Bank to help replace the old water main, pipe now narrowed by rust and lime, and add a filtration system to help the new pipes stay young and functional longer.

With that, he said, the entirety of the old cemetery can be as green and beautiful as the two sections he now maintains, and with much less effort.

Since establishing the account, and with little fanfare, \$5,560 has been collected, a good showing, but a fraction of the nearly \$63,000 that it is estimated to cost. And as time goes on, those costs will only rise.

From today until the goal is reached, the Kootenai Valley Times will feature a chart on the front page showing how far we have left in order to achieve the goal, and to encourage everyone who can to give.

Monetary donations can be made at any Mountain West Bank branch, including Bonners Ferry, 7186 1st Street, with checks made out to Grandview Cemetery Association, referencing "Old Cemetery Water Line."

Donations can also be mailed to Mountain West Bank, P.O. Box 59, Bonners Ferry, ID 83805.

Donations of materials and tools ... Jim said a dozen good strong bow rakes would be much appreciated ... can be dropped off at the Kootenai Valley Times, 6931 Main Street, Bonners Ferry, just knock so I can show you where, as I can't easily move things.

To donate your time and energy, call Jim at (208) 267-3421.

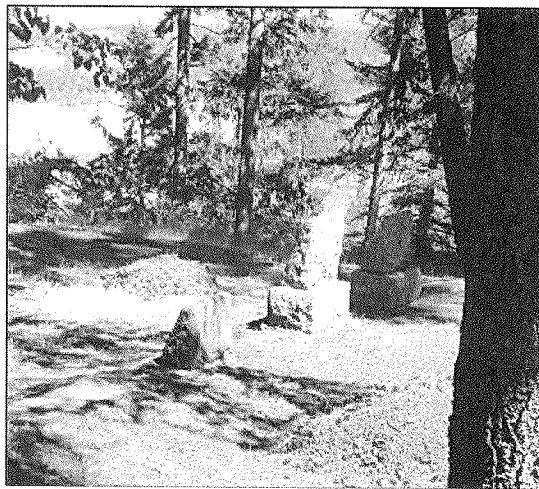
Attached to the hose bib is a collection of several separate water hoses strung Rube Goldberg fashion to get the water to where it is needed. A similar arrangement delivers water to the second plot as well.

Sometimes volunteers join in and help. Boy Scout Troops have been a big help of late, and on occasion he gets small groups of people assigned community service, helping to beautify a much larger area than the two plots he tends.

While clearing brush a few days ago, Jim found an old grave, long hidden. He wonders if there might be more. The old trees, many too big for the mills, are getting dangerous; leaking sap copiously and dropping more and more of their needles, cones and limbs, some pushing over the headstones of those resting at their feet. Many are marked with orange bands, marked by their insurance company for removal lest they fall and cause damage or hurt someone.

A lot of work needs done, but the biggest need, Jim says, is getting water.

Early on, Jim bought a few hoses outright, then he started picking them up at the auction or in thrift stores. A consummate scrounger for causes he believes in, he got friends to give him hoses and fittings they were planning to throw away. All the equipment he uses is bought from his own pocket or scrounged, including, just recently, a storage shed at the cemetery so he doesn't have to cart the



Clearing the brush that has encroached around the perimeter of Old Grandview Cemetery has helped open the tranquil view of the Kootenai River below.



The difference water makes is stark. Though Jim and a group of Boy Scouts raked and cleaned, the areas where there isn't someone to coax water from ancient, rusty pipes, far too small to provide adequate water, the grass withers and dies at the onset of summer once the spring rains end.

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P.O. Box 1625
Bonners Ferry, ID 83806
editor@KootenaiValleyTimes.com

Mayor David Sims called the council meeting of July 17, 2018 to order at 6:00 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur, Valerie Thompson, and Ron Smith. Also present were: City Administrator Lisa Ailport, City Engineer Mike Klaus, City Attorney Andrakay Pluid, Police Chief Brian Zimmerman, Fire Chief Dave Winey and Clerk/Treasurer Christine McNair. Members of the public present were: Craig Kelson, Marciavee Cossette, Jerry Higgs, Denise Crichton, Marty Martinez, Carolyn Testa and Dick Staples.

Jerry Higgs spoke about three boating accidents involving people from Bonners Ferry. He also complimented the police department on the response he received on the fourth of July regarding fireworks.

Police Chief Zimmerman and officer Martinez met with the superintendent of the schools to discuss areas where the schools are vulnerable. They will provide some training to the teachers before school starts.

Fire Chief Winey said the department is gearing up for wildland fires. There were two calls over the last two weeks. The lightning strike by Super 1 damaged a tree, there was one gas call and a report of a bon fire.

City Administrator Lisa Ailport gave an update. The traffic advisory committee will meet on July 26 to discuss the transportation plan as well as the bike/pedestrian plan. Idaho Department of Building Safety is now doing the building permits and online information is available. Lisa presented the bike/ped plan to KVRI at the recent meeting. The golf committee met last Friday and are working hard and looking to the future. High 5 steering committee met today and are working on a number of projects. Mayor Sims, Lisa Ailport and Mike Klaus met with Idaho Transportation Department (ITD) yesterday and discussed several items.

Mayor Sims said the controller for the traffic light at Alderson Lane was ruined due to lightning strikes. ITD is hoping to have a new cabinet within the next week. ITD is willing to alter the programming for the light during school time. Mayor Sims said a round-about was discussed. ITD is not currently considering a round-about at this time. The Ash Street drainage was discussed. The sidewalk on the East side of the highway is temporary and will only be there during the construction phase. July 23rd is the approximate date when traffic will switch to the other lanes.

City Engineer Mike Klaus said we received approved water right for the new well. Once approval is received from DEQ, we can move forward with the project. Dave Kramer & Caleb Watts cleaned the screen at the dam and part of the penstock. They said the screen is in good shape. The slide gate valve will be inspected on Thursday.

Ron Smith said there is a temporary fix with the Spot bus issue and they are working on a permanent solution.

Valerie moved to approve consent agenda. Adam seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valeri Thompson – yes, Adam Arthur – yes.

Rick Alonzo moved to authorize the Mayor to sign amendment #1 for the sewer force main bridge project. Ron Smith seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes, Adam Arthur – yes.

Craig Kelson said the Boundary County Human Rights is requesting the memorial for Grace Siler be placed approximately where the garbage can is on the bridge, across from the gazebo. Lisa and John Youngwirth will work on the project. Adam asked about memorial placement around the City. Valerie moved to authorize the placement of the memorial for Grace Siler. Rick seconded the motion. The motion passed with all in favor.

Mayor Sims said Randy Galloway called about standards for a memorial bench. The Galloway family wants a memorial for their parents. Lisa presented four options to the Galloway family. The family said it can be placed anywhere in the City. The Veteran's Memorial Park is the planned placement. The bridge abutment is also an option. Adam said there should be a criteria about what will be allowed for memorials. Valerie moved to authorize the acceptance of the memorial bench donation for Mr. and Mrs. Galloway to be placed at a later date, with the approval of and collaboration of the staff. Rick seconded the motion. The motion passes with all in favor.

Mayor Sims said he received a PTO policy in his mailbox and thought it was something the City should consider. Ron asked why three days of PTO has to be used prior to using sick leave. Lisa gave her presentation. Current benefits are: primary medical, persi, vacation, personal, sick. Secondary: bereavement, leave of absence, FMLA, misc. benefits. PTO does not have the restrictions that the current policy has. PTO allows the employee to use their leave as they want, they do not have to designate between vacation, sick or personal leave. Each employee has to authorize the creation of a sick leave bank. An employee can transfer as much sick time as allowed into the sick leave bank but time cannot be transferred from the sick leave back back to PTO. Qualifying event or illness has to occur prior to using the sick leave ban. An employee must use three days of PTO or have three days without pay prior to using their sick leave bank. An employee must use at least eight hours from their sick leave bank, after that it can be used in one hour increments. Ron asked about the employees being paid for excess time (cash out option). Lisa said the draft policy allows for an employee, upon separation from the City, to be paid out at 25% up to \$5,000, whichever is less. Valerie asked if there is an option to donate sick leave time. Lisa said at this time there is not.

Dick Staples, representing the golf committee, presented an accounting prior to the Friends of Mirror Lake golf tournament. The golf committee is requesting the City donate the green fees to the Friends of Mirror Lake account. The green fees for the tournament were \$1,080. Rick said it was the committee that built the new bathroom at the golf course. Dick said the Friends of Mirror Lake's intent is to do the smaller things to enhance the golf course, above and beyond what the City has to do. Rick moved to waive the green fees and commissions for the Friends of Mirror Lake golf tournament allowing that money to go to the Friends of Mirror Lake account. Adam seconded the motion. The motion passed. Ron – yes, Rick – yes, Valerie – yes, Adam – yes.

Lisa discussed the golf course deck. The deck was deemed structurally unsafe, earlier this month. It is recommended that the new deck be rebuilt to meet the new building codes. The estimated costs for the new deck materials are \$13,000 – \$15,000. Dick said there are many options, but it is highly recommended to be rebuilt. The committee understands that it may be rebuilt later this year. Mayor Sims agrees that it makes sense to consider options and not rush into rebuilding the deck. Mike said there are some ways to save money (\$1,000 – \$1,500) by using steel rails on the deck. Adam asked if there has been any discussion to rebuild it at ground level instead of elevated. Mayor Sims asked if the prefabricated panels have been considered. Mike said they have not. Valerie said the budget needs to be considered before this is replaced. Dick said this happened just prior to the budget discussion, so this is not in the proposed budget. Adam moved to direct staff to bring options on the golf course deck. Valerie seconded the motion. The motion passed with all in favor.

Lisa said the proposed golf course budget is \$150,500, the revenue expectations are approximately \$148,738, so there is a small difference. The golf committee is hoping to raise some of the fees. Mayor Sims asked if an increase in rates for the season passes is being considered. Dick said it is not for the coming year. The green fees and the golf shed leases were the ones being considered for an increase. The season passes will possibly be considered next year. Mayor Sims asked about reducing or eliminating the fees for children for season passes. Adam also asked about a family pass (family of four). Mayor Sims said it is important to get children playing golf. Dick said there has been an increase in kids playing golf, but the average age of golfers is retirement age. Adam asked if it made sense to switch the weekday and weekend rates. Dick said with the closure of courses in Sandpoint it has increased play here, on our course. Rick asked if there has been a decrease in Canadians playing golf here. Dick said there has been. The exchange rate has had a big influence on play. Valerie recommended a mid-season pass. Council thanked Dick and the golf committee for all the work the golf committee has done on the budget.

Mike showed the plans and specifications for the pool. There have been two contractors that have paid for a set of plans. The bid date is August 17, 2018. Valerie moved to approve the plans and specifications for the pool reconstruction and if necessary make addendums. Adam seconded the motion. The motion passes. Ron – yes, Rick – yes, Valerie – yes, Adam – yes.

Eric Lederhos joined the meeting at 7:43pm.

Mayor Sims said someone wants to display art in the Georgia Mae Plaza. People have asked about the tunnel and a graffiti wall. Valerie said art is more than just visual art. There is also art that creates music. Mayor Sims thinks it is a good idea to create an art committee. Carolyn Testa said an art committee is a great idea. Mayor Sims thinks it is a good idea to make it a permanent committee. Valerie moved to have staff bring forward the formation of an arts committee ordinance. Rick seconded the motion. The motion passed with all in favor.

Mayor Sims said a south hill property owner has been working with ITD regarding the right of way and the issue of snow removal. The property owner is not happy about the snow

being blown onto his property. ITD asked what the City is going to do in front of the commercial businesses. ITD said it is possible to designate areas that will not receive snow removal. ITD also said it is the City's responsibility to maintain the sidewalks. Mayor Sims said there is a state statute that enables the City to require property owners to remove snow in front of their property, he does not think that is a viable option. Mayor Sims thinks it is a good idea to incorporate it into the bike/ped plan and task that group with creating winter routes for snow removal and make it part of the bike/ped plan. Valerie said there should be a clear route to the grocery store and school for people that do not drive. Adam said the West side of the highway should be the one that is cleared. Rick said once the new highway and sidewalk system is completed, it will be easier to establish a snow removal route. Valerie moved to ask the bike and pedestrian committee along with staff to create a special purpose meeting to consider the critical routes for walking during the winter months as part of the bike/ped plan. Rick seconded the motion. The motion passed with all in favor

There being no further business. The meeting adjourned at 8:06 pm

Mayor David Sims called the special council meeting of July 31, 2018 to order at 6:00 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur, Valerie Thompson, and Ron Smith. Also present were: City Administrator Lisa Ailport, City Engineer Mike Klaus, Police Chief Brian Zimmerman and Clerk/Treasurer Christine McNair.

Ron moved to authorize the Mayor to sign the contract with Vision Window Cleaning and Custodial, with a split of \$10,600 for the Visitor's Center, per year and \$13,400 for City Hall. Valerie seconded the motion. The motion passed. Ron – yes, Rick – yes, Valerie – yes, Adam – yes.

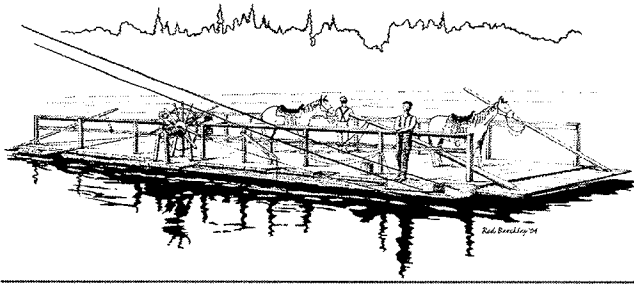
The group reviewed the proposed fiscal year 2019 budget for the general fund.

Mayor Sims said the proposed budget for fiscal year 2019, includes a three percent wage increase, a seven percent increase for health insurance, an increase for an additional police officer, a ten percent increase in utility costs, a fifteen percent increase in fuel costs, a three percent increase in the dispatch agreement, a three percent increase in the contract with Second Chance for animal services.

Police Chief Brian Zimmerman requested the police department acquire three additional phones for the officers to use during their shift.

Council requested the Clerk make some adjustments and bring a corrected budget to the next meeting on August 6, 2018.

There being no further business, the meeting adjourned at 8:15pm.



CITY OF BONNERS FERRY

7232 Main Street

P.O. Box 149

Bonnors Ferry, Idaho 83805

Phone: 208-267-3105 Fax: 208-267-4375

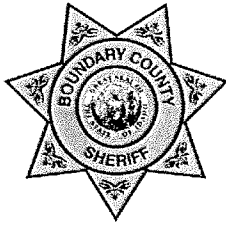
Date: August 2, 2018
To: Bonners Ferry City Council
From: David Sims
Subject: Highway 95 Comments

ITD held an open house on the second stage of the Highway 95 project on July 26. They are accepting comments on the proposed design until August 10, 2018.

One of the design concepts in the first stage of the project was to bring the skewed side-street intersections (such as El Paso, Denver and Lincoln Streets) into the highway at ninety degree angles. This was done to increase safety and visibility at the intersections. ITD did not carry this same intersection design into the second phase of the design. We should consider requesting that ITD changes the side-street intersection designs to match first stage.

We will have the highway design exhibits at the meeting for the Council to consider this comment and any other comments the Council wishes to submit to ITD.

Thank you,
David



BOUNDARY COUNTY SHERIFF'S OFFICE

David Kramer, Sheriff • Richard Stephens, Chief Deputy

May 22, 2018

Subject: Boundary County Sheriff's Office Contract Increase

City of Bonners Ferry
PO Box 149
7232 Main St
Bonners Ferry, ID 83805

To whom it may concern,

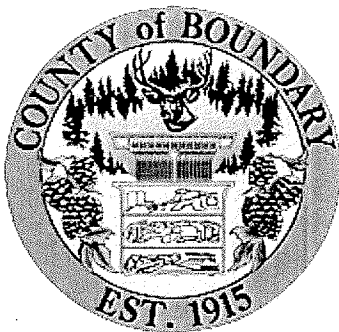
The Boundary County Sheriff's Office is proposing a 3% increase in our contract with the City of Bonners Ferry for the 2019 fiscal year. We enjoy our working relationship and cooperation with your department and are providing this notice for your budget planning purposes.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Kramer". The signature is fluid and cursive.

Sheriff Dave Kramer
Boundary County Sheriff's Office

Boundary County Commissioners
Dan R. Dinning, Chairman
LeAlan L. Pinkerton, Commissioner
Walt Kirby, Commissioner



Telephone (208) 267-7723
Fax: (208) 267-7814
commissioners@boundarycountyid.org

BOUNDARY COUNTY
P. O. Box 419
Bonners Ferry, ID 83805

July 25, 2018

Mayor David Sims
City of Bonners Ferry
P.O. Box 149
Bonners Ferry, Idaho 83805

RE: City/County Dispatch Agreement for FY 18-19

Dear Mayor Sims:

Enclosed for signature is the City/County Dispatch Agreement for fiscal year 2018-2019. Once signed, please retain a copy for the City's records and return the original to Boundary County Commissioners.

Respectfully,

A handwritten signature in cursive script that reads 'Michelle Rohrwasser'.

Michelle Rohrwasser, Deputy Clerk
For Glenda Poston, Clerk
To the Board of Boundary County Commissioners

CITY/COUNTY DISPATCH AGREEMENT

This **AGREEMENT** by and between the CITY OF BONNERS FERRY, an Idaho Municipal corporation (City), and the COUNTY OF BOUNDARY, a political subdivision of the State of Idaho (County).

WITNESSETH:

WHEREAS, City operates and funds a full-time Police department; and

WHEREAS, County operates and funds a full time Sheriff's Department; and

WHEREAS, the maintenance of an additional dispatcher by each department would amount to duplication of services at the expense of the taxpayer; and

WHEREAS, Idaho Code Section 67-2326 authorizes joint service agreements where it is to the mutual advantage of the parties as well as provide functions in a manner that will best accord with geographic, economic, population and other factors influencing their respective needs and development; and

WHEREAS, City and County, each for itself, finds that a joint agreement for the funding and operation of a joint dispatching service does provide an advantage and does provide a service that will best accord with the geographic, economic and efficiency needs of each of them; and

WHEREAS, the term of said agreement begins on October 1, 2018 and terminates on September 30, 2019;

NOW, THEREFORE, the parties agree as follows:

1. County agrees as follows:

A. County will, and hereby does, authorize the Sheriff's Department to provide twenty-four hour dispatching service so that reasonable full-time dispatching service will be provided to the Sheriff's Department and City police, Fire Departments, Electric, Water, Sewer, Streets, and such other City Departments as necessity requires upon mutual agreement of all parties.

B. The funds identified in Section 2 below, delivered by City to County, will be paid to County as and for payment in full of City's obligation for dispatching service.

2. City agrees as follows:

A. City will, for Fiscal year 2018-2019, pay to County \$30,800 for such service, payable to County on or before January 15, 2019.

3. The parties jointly agree:

A. Sheriff will have complete and sole and only control of the positions of dispatcher and of the person occupying the same, including, but not limited by such inclusion, applying Sheriff's Department personnel policies.

B. The duration of this Agreement shall be from October 1 through September 30 of each succeeding Fiscal Year if renewed. Notice of non-renewal shall be provided in writing by either party not less than ninety (90) days prior to the expiration of this agreement, otherwise this agreement shall renew for an additional fiscal year with all terms and conditions unchanged except for the contract dollar amount, which shall be negotiated by the parties hereto in good faith.

C. This Agreement does not create any separate or legal entity.

D. The purpose of this Agreement, as outlined above, is to provide dispatch service for the joint benefit of the City Police, City Fire, and other departments as necessity requires and the Boundary County Sheriff's Department by mutual agreement of all parties.

E. It is specifically understood that this Agreement does not include any financial obligations the parties have regarding each of their uses of the North Idaho Crime laboratory.

4. In addition to the funding outlined above, all funding will be provided through the County budget process.

5. The administrator of this Agreement shall be the Sheriff, Boundary County, Idaho.

6. No real property will be involved in this Agreement, and the manner of acquiring, holding and disposing of personal property used in this agreement will be discretionary with the Sheriff, as outlined in his annual budget.

7. The work of these dispatchers will be solely as employees of County.

8. County will hold City harmless from all claims or causes of action arising

from acts of County, its agents or employees acting under or in relation to this Agreement.

9. Further, it is acknowledged and agreed that this Agreement covers the provision of services only and that City by virtue of this Agreement acquires no interest in property owned or used by county as related to the Agreement and that City acquires no interest in dispatcher positions other than the services provided by such positions during the non-terminated and active time frame of this Agreement.

It is further agreed that no dispatcher shall be considered an employee of City for any purposes, including but no limited by such inclusion, worker's compensation and unemployment compensation.

DATED this _____ day of _____, 2018.

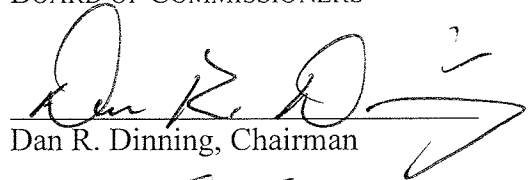
CITY OF BONNERS FERRY


By _____
David Sims, Mayor

ATTEST:


Christine McNair, Clerk of
the City of Bonners Ferry

COUNTY OF BOUNDARY
BOARD OF COMMISSIONERS


Dan R. Dinning, Chairman



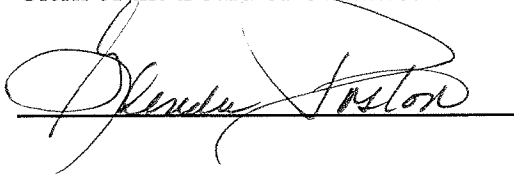
LeAlan L. Pinkerton, Commissioner



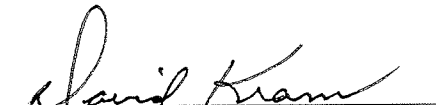
Walt Kirby, Commissioner

Attest:

Glenda Poston,
Clerk of the Board of Commissioners

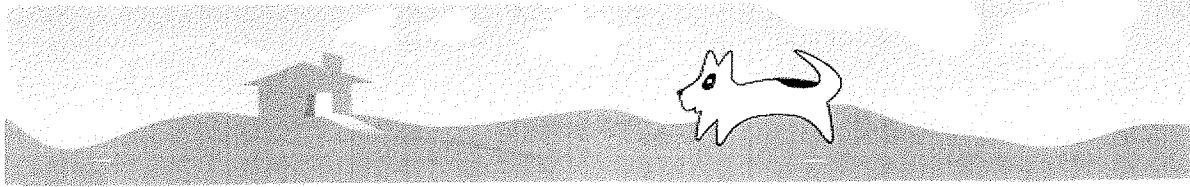


A handwritten signature in cursive script, reading "Glenda Poston", is written over a solid horizontal line.



A handwritten signature in cursive script, reading "David Kramer", is written over a solid horizontal line.

David Kramer
Boundary County Sheriff



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.

June 14, 2018

Second Chance Animal Adoption, Inc. is requesting a 3% increase in our contract fee. This increase is intended to keep pace with our increased yearly cost which includes a general increase in cost of living expenses. We ask that we be given this minimal COLA increase yearly at contract renewal time. Our increased expenses are due to our increased utility costs as well as building maintenance and repair costs and increased labor cost. We anticipate the additional cost of repair to the outdoor kennels and roof repair and building maintenance.

We appreciate the on-going support that we receive from the City of Bonners Ferry to promote and maintain the care of our community's lost and abandoned dogs. 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 co-operation of the City of Bonners Ferry, city law enforcement and SCAA provide for Bonners Ferry and Boundary County an exemplary service not enjoyed by all small communities.

We appreciate this small additional financial support that enables us to continue to provide an essential service.

Please contact Georgette Baillesd'err at 208-276-5417 or cowdogcrazy@gmail.com with any questions.

AGREEMENT FOR SHELTER SERVICES

This Agreement is entered into on this ____ day of _____, 2018, by and between SECOND CHANCE ANIMAL ADOPTION (hereinafter "SCAA"), a non-profit corporation, and the CITY OF BONNERS FERRY (hereinafter "CITY"), a municipal corporation of the State of Idaho.

1. CONSIDERATION

As consideration for this Agreement, SCAA agrees to provide the services of its Animal Shelter to CITY as described below. In exchange, CITY agrees to compensate SCAA in fees as provided below.

2. FEES

CITY shall compensate SCAA on a monthly basis continuing for the duration of this Agreement. Payment shall be made by the 10th day of the month following the services rendered at the rate of \$874.18 per month.

3. SERVICES

A. CITY may impound dogs at SCAA's Animal Shelter (hereinafter "Shelter"), located at 6647 LINCOLN ST., BONNERS FERRY, ID 83805. CITY officers shall have access to the holding pens of the Shelter twenty-four (24) hours per day for placement of CITY collected dogs.

B. The Shelter shall be open to the public during the Shelter's normal business hours. The exception shall be for recognized Federal holidays when the Shelter may be closed.

C. SCAA shall maintain its shelter in a humane manner and shall keep its shelter in a sanitary condition at all times. All services provided by SCAA shall be provided in accordance with local laws and the laws of the State of Idaho. SCAA shall use humane methods in the care, euthanasia, and disposition of any dog under its jurisdiction.

D. SCAA will be allowed to sell dog license tags to the public during the hours the Shelter is open to the public.

E. SCAA shall be responsible for accounting for all tags, receipts, and monies associated with sold tags and for submitting said records to CITY in accordance with this Agreement.

F. This Agreement pertains only to dogs received from City Police and dogs released to City residents.

4. ANIMAL CONFINEMENT—IMPOUND TIME REQUIREMENTS

The following minimum holding periods are established. For all impoundment periods, the day after impoundment is considered the first day of impoundment.

A. Lost or Stray Dogs

SCAA shall hold a lost or stray CITY collected dog for not less than five (5) days (except for dogs which may be disposed of pursuant to paragraph 5C). During the five (5) day holding period the owner of the dog may pick up the animal after first paying the impound fees as stated in 6A of this Agreement and obtaining a City dog tag if the animal is not currently licensed. Owners are also required to show rabies vaccination certificate if the dog does not have a current rabies tag affixed to its collar as required by City ordinance 5-3C-3. If the dog does not have a current rabies tag or the owner does not have the required proof of rabies vaccination, they shall be informed of the City ordinance requiring such. SCAA shall inform the City Police of any dog released that does not have a current rabies tag or vaccination certificate. The City Police will follow up with the owner to make sure the dog receives the required vaccination.

B. Quarantined Dogs

A dog placed in quarantine for observation for rabies symptoms shall be impounded for a period of ten (10) days. If, at the conclusion of the impoundment period, the animal has not exhibited any symptoms of rabies, the dog may be returned to the owner. Arrangements will be made to have a City Police officer at the shelter when the dog is released to address any restrictions that may be required of the owner in regards to I.C. § 25-2805(2). Regular impound fees will apply for each day the dog is impounded. The owner will be held to the same requirements in regards to providing proof of current rabies vaccinations as outlined in section 4A.

5. DISPOSITION

- A. SCAA may humanely dispose of, transfer to a new owner or any other no kill organization, any impounded animal not claimed by its owner or custodian within the prescribed holding period.
- B. Owners wishing to relinquish a dog shall contact SCAA for consideration in its adoption program or other disposition.
- C. Injured, sick, or diseased dogs will be medically cleared by a veterinarian or considered for humane disposition prior to being impounded in SCAA. Any veterinary expenses (up to \$100) incurred prior to impoundment will be the responsibility of the CITY (expenses over \$100 must have the prior approval of the Chief of Police). Newborns unable to feed themselves,

injured, sick, or diseased dogs may be considered for human disposition without regard to the prescribed holding period in order to alleviate suffering or to protect other impounded animals from exposure to a contagious disease. For these purposes, a disease, sickness, or injury is a condition causing great threat or harm to the animal or other animals, or causing unnecessary suffering or pain. Animals exhibiting disease or injury should be provided appropriate medical treatments, or in extreme cases, considered for other disposition.

- D. Any CITY collected dog becomes the responsibility of SCAA when it is delivered to SCAA and becomes property of SCAA at the completion of the five (5) day holding period.

6. IMPOUND AND LICENSE FEES

- A. Anyone claiming a CITY impounded animal during the minimum holding period shall pay any relevant fees established by SCAA in accordance with City ordinances. Fees other than City dog license fees shall be retained by SCAA. License fees shall be turned over to CITY one time per month by the tenth (10th) day of the following month.
- B. SCAA shall provide CITY with a current list of all fees charged by SCAA for services provided including impound fees. SCAA also agrees to provide CITY with an updated copy of any changes in the fee schedule within ten (10) days of amendment in the future.
- C. SCAA shall verify a current license on all claimed dogs. SCAA shall verify that the license is current or issue a new license before a dog can be released. The CITY will provide SCAA with sufficient license tags and forms to satisfy this requirement.
- D. SCAA shall collect license fees established in accordance with City ordinances. A one (1) dollar administrative fee will be added to each license sold by SCAA. The additional fee will be maintained by SCAA.
- E. CITY shall inform SCAA of any change of ordinance concerning license or impound fees to allow SCAA to remain in compliance with City ordinances.

7. RECORD KEEPING

- A. SCAA shall maintain an accounting of all dogs received from CITY and all fees collected. Receipts shall be issued by SCAA for all fees received on behalf of CITY.
- B. SCAA shall maintain CITY records on a monthly basis and provide the CITY with copies on or before the 10th day of the following month. CITY reserves

the right to review all records and conduct an audit. SCAA shall do a yearly inventory and supply CITY with a report of all dogs impounded at the shelter, due no later than October 31 of each year.

8. BILLINGS AND PAYMENTS

SCAA shall remit to CITY all license fees collected the previous month, along with applications and the number range for license tags issued. This will be done by the tenth (10th) day of each month.

9. TERM

This Agreement will remain effective in one year installments beginning annually on October 1st, 2018, renewed automatically. Should one party wish to terminate the Agreement, the procedure shall be as outlined below in 10A and 10B of this Agreement.

10. TERMINATION

- A. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. Within sixty (60) days of the effective date of termination, each party shall forward to the other party any and all billings due and owing.
- B. In the event that SCAA fails to provide services or follow City procedures and practice as required by this Agreement, CITY shall provide written notice to SCAA of such failure to provide services or follow City procedures and practices. SCAA shall be given thirty (30) days from the date of the written notification by CITY to provide the required services or follow City procedures and practices. In the event SCAA fails to provide the required services or follow City procedures or practices after thirty (30) days from receipt of written notification, CITY may terminate this Agreement upon thirty (30) days written notice.

11. INSURANCE

SCAA agrees to obtain and keep in force during the term of this Agreement, a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00, which shall name and protect SCAA, all SCAA's employees, CITY 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 SCAA's acts. SCAA shall provide proof of liability coverage with a new certificate yearly and require insurer to notify SCAA ten (10) days prior to cancellation of said policy.

12. INDEMNIFICATION

- A. To the fullest extent permitted by law, CITY and SCAA agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged, or threatened, actual attorney's fees, court costs, interest, defense costs and expenses associated therewith, including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of percentage of fault and/or liability by Agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined as set forth in this section.

- B. When a CITY impounded dog becomes in the control of SCAA, SCAA waives, releases, and holds harmless the CITY against any and all claims of action resulting from or as a result of the dog delivered to SCAA.

13. SEVERABILITY

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

14. LAWS OF THE STATE OF IDAHO

This contract is to be determined and construed under the laws of the State of Idaho.

15. TOTAL AGREEMENT

No changes or amendments are to be considered valid regarding this contract unless in writing and signed by both Parties. This contract is to be considered the total Agreement between the parties unless changed as state above.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

ENTITY:

CITY OF BONNERS FERRY

USER:

SECOND CHANCE ANIMAL ADOPTION

BY: _____
David Sims, Mayor

BY: _____

ATTEST:

Christine McNair, Clerk

WITNESS:

**MEMORANDUM OF UNDERSTAND BETWEEN
BOUNDARY COUNTY SCHOOL DISTRICT AND
CITY OF BONNERS FERRY POLICE DEPARTMENT**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the City of Bonners Ferry Police Department and Boundary County School District effective September 1, 2018.

SECTION 1. PURPOSE OF MOU

The MOU formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing crime committed by juveniles and young adults.

This MOU delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between the Boundary County School District and the City of Bonners Ferry Police Department. The success of this program relies upon the effective communication between all involved employees, the principal of each individual Boundary County school, and other key staff members of each organization.

SECTION 2. TERM

The term of this MOU shall begin on September 1, 2018 and end on August 31, 2019, unless terminated earlier as provided herein. The parties may renew this MOU only by separate written agreement or addendum hereto, which must be executed by both parties.

SECTION 3. MISSION, GOALS, AND OBJECTIVES

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning a Law Enforcement Officer employed by the City of Bonners Ferry Police Department (hereinafter referred to as "SRO") to Boundary County School District facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators and parents. Goals of the SRO Program include:

1. Reduce incidents of school violence.
2. Maintaining a safe and secure environment on school grounds.
3. Reduction of criminal offenses committed by juveniles and young adults.
4. Establish a rapport between the SRO and the student population.
5. Establish rapport between the SRO and parents, faculty, staff, and administrators.

Moreover, the SRO will establish a trusted channel of communication with students, parents and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

SECTION 4. ORGANIZATIONAL STRUCTURE

- A. Composition. The City of Bonners Ferry Police Department shall assign one (1) full time law enforcement officer to serve as SRO. The City of Bonners Ferry Police Department shall retain the exclusive right to exercise the customary functions of management. The SRO will be certified by the State of Idaho and meet all requirements as set forth by the Idaho Peace Officer Standards and Training. The Bonners Ferry Police Department reserves the right to remove the SRO at any time if Police Department staffing levels fall below acceptable norms or police response is necessary elsewhere in the City of Bonners Ferry.
- B. Supervision. The day to day operation and administrative control of the SRO Program will be the responsibility of the Police Department. Responsibility for the conduct of the SRO, both personally and professionally, shall remain solely with the City of Bonners Ferry Police Department. The SRO is employed and retained by the City of Bonners Ferry Police Department, and in no event will be considered an employee of the Boundary County School District. The Police Department and the School District shall each name a contact person who will monitor the program. Each principal will designate a contact person for the school to facilitate communication.

SECTION 5. PROCEDURES

- A. Selection. The SRO position will be filled per Police Department directives and selection process. The City of Bonners Ferry Police Department will make the final selection of any SRO vacancy.
- B. SRO Program Structure. The SRO is first and foremost a law enforcement officer for the providing law enforcement agency. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the law enforcement agency. All acts of commission or omission shall conform to the guidelines of the providing law enforcement agency directives. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.

The SRO is not a formal counselor or educator, and will not act as such. However, the SRO may be used as a resource to assist students, faculty, staff, and all persons involved with the school. The SRO can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education, to formalized academic classes. The SRO may use these opportunities to build rapport between the students and the staff. The Bonners Ferry Police Department recognizes, however, that the Boundary County School District shall maintain full, final, and plenary authority over curriculum and instruction in the School District, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Police Department or its employees, and the Police Department and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

SECTION 6. DUTIES AND RESPONSIBILITIES

- A. SRO: The responsibilities of the SRO will include but are not be limited to:
- a. Enforce criminal law and protect the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Bonners Ferry Police Department. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on campus or off campus, during school hours.
 - b. Complete reports and investigate crimes committed on campus.
 - c. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the Boundary County School District. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
 - d. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
 - e. The SRO will wear the Bonners Ferry Police Department issued uniform with all normal accessories and equipment, including a taser and firearm.

- f. The SRO shall be highly visible throughout the school district's campuses. For officer safety reasons, the SRO shall not establish any set routine, which allows predictability in their movements and their locations.
 - g. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school related activities.
 - h. Comply with all laws, regulations, and school board policies applicable to employees of the Boundary County School District, including but not limited to laws, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided the SRO shall under no circumstances be required or expected to act or in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done only with the principal's approval and as allowed by law. Any existing rights or benefits of personnel assigned under this agreement shall not be abridged, and remain in full effect.
 - i. Provide information concerning questions about law enforcement topics to students and staff.
 - j. Develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug/alcohol abuse prevention education, and provide these presentations at the request of the school personnel in accordance with the established curriculum.
 - k. Prepare lesson plans necessary for approved classroom instruction.
 - l. Provide supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the SRO's agency supervisor and a school administrator.
 - m. The SRO shall attend school special events as needed (for example: sporting events), dependent upon scheduling and funding availability.
 - n. SRO will occasionally make themselves available for attendance at Boundary County School Board meetings upon request.
 - o. Attend law enforcement agency in service training as required. Reasonable attempts will be made to schedule such training to minimize his/her absence from school on an instructional day.
- B. SRO SUPERVISOR: The responsibilities of the SRO supervisor will include but are not limited to:
- a. Coordinate work assignments of the SRO.
 - b. Ensure SRO compliance with Police Department directives.
 - c. Coordinate scheduling and work hours of the SRO.
 - d. Work with the schools to make any needed adjustments to the SRO program throughout the school year.
- C. SCHOOLS: The responsibilities of the Schools will include but are not limited to:
- a. The Boundary County School District shall provide the SRO with a private, appropriately furnished office at the High School that can be secured and is reasonably acceptable to the City of Bonners Ferry Police Department.
 - b. The School District shall provide the SRO with a set of master keys for all schools served by the SRO.

- c. The School District shall provide reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals and objectives. Administrators shall seek input from the SRO regarding criminal justice problems relating to students and site security issues.
- d. When school personnel discover weapons, drugs, alcohol, or the illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the Schools, the contraband shall be confiscated by the SRO according to Police Department policy and properly disposed of.
- e. School personnel shall timely notify the SRO with the names of specific individuals who are not allowed on school property, and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student.
- f. Work cooperatively with the Police Department to make any needed adjustments to the SRO program throughout the year.
- g. Provide the Police Department with updated copies of all laws, rules, regulations, and school board policies applicable to employees of the School, including but not limited to laws, rules, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.
- h. The School District shall work cooperatively with the City of Bonners Ferry to ensure continued, adequate funding of the SRO program.

SECTION 6. ENFORCEMENT

Although the SRO has been placed in a formal educational environment, he/she are not relieved of the official duties as an enforcement officer. The SRO shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Idaho state law and department policy.

The SRO and the Bonners Ferry Police Department will have the final decision on whether criminal charges shall be filed. The Bonners Ferry Police Department will reserve the right to temporarily remove the SRO in the event that additional officers are needed during an incident or natural disaster.

SECTION 7. TERMINATION

This Agreement may be terminated by either party, with or without cause, upon sixty (60) day written notice to the other party.

SECTION 8. HOLD HARMLESS

Each party agrees to hold harmless, defend, and indemnify each other including its officers, agents, and employees against all claims, demands, actions and suits (including

all attorney fees and cost) arising from the indemnitors performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

The Boundary County School District and the City of Bonners Ferry Police Department mutually covenant and agree that neither party will insure the actions of the other, and each party will assume its own responsibility in connection with any claims made by a third party against the City of Bonners Ferry Police Department and/or the Boundary County School District subject to the provisions of this section.

SECTION 9. NOTICE

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by email. If hand delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

Boundary County School District
Gary Pflueger, Superintendent
7188 Oak Street
Bonners Ferry, ID 83805
gary.pflueger@mail.bcsd101.com


City of Bonners Ferry
Brian Zimmerman, Chief of Police
7232 Main Street
PO Box 149
Bonners Ferry, ID 83805
bzimmerman@bonnersferry.id.gov

This has been agreed to in cooperation with the City of Bonners Ferry Police Department and the Boundary County School District. As agreed to and in partnership with:

BOUNDARY COUNTY SCHOOL DISTRICT:

Date: _____

CITY OF BONNERS FERRY:

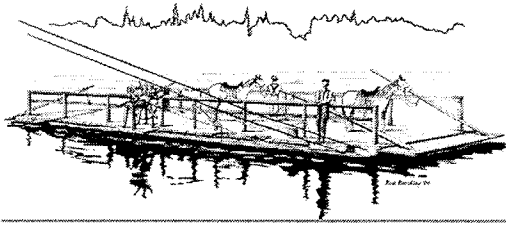


Brian Zimmerman, Chief of Police

Date: August 1 2018

David Sims, Mayor

Date: _____



CITY OF BONNERS FERRY

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

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: August 3, 2018
RE: Timber Sale Bid

Idaho Forest Group is the high bidder on the timber sale of the City's timber property on the west and east side of the dam. The bid from Idaho Forest Group came in at \$73,040, just under the projected amount predicted by Inland Forest Management.

It is my recommendation that the City Council accept the bid by Idaho Forest Group so that the same can commence as soon as possible.

SEALED BID FORM – Revised Contract Period and Appraised Value City of Bonners Ferry 2018 Timber Sale

BID DEADLINE: 2:00 PM, July 27, 2018

Bids must be received at the City of Bonners Ferry, 7232 Main, City Hall, Bonners Ferry, ID 83805
Bid envelopes are to be marked in the lower left-hand corner: Sealed Bid, 2018 Timber Sale.

A bid bond of \$5,000.00 in the form of a certified check, cashier's check or bank money order must be enclosed in the sealed bid. This security shall be forfeited to the City of Bonners Ferry, Idaho, as liquidated damages should the successful bidder fail to enter into a contract in accordance with their bid by 10 days after the bid closing. Bid bonds will be returned to the unsuccessful bidders. The successful bidder shall be required to post a total performance bond of \$10,000.00 at contract execution, with \$5,000 of this amount being satisfied by the bid bond.

Sale Location: Portion of West ½, Section 11, T62N, R2E, Boundary County, Idaho

Species/Product	Est. Volume	Minimum Bid/Stumpage	Appraised Value
Douglas-fir/western larch*	149 MBF	\$155/MBF Net Scale	\$23,095
Grand fir/western hemlock	10 MBF	\$155/MBF Net Scale	\$1,550
Western redcedar*	60 MBF	\$820/MBF Net Scale	\$49,200
Ponderosa pine	1 MBF	\$80/MBF Net Scale	\$80
Other species	5 MBF	\$155/MBF Net Scale	\$775
Totals	225 MBF		\$74,700

*Species to be bid, other species to be paid at above values

Species	Net Volume Est.	Bid	Total
Douglas-fir/western larch	149 MBF	<u>160 /MBF</u>	<u>\$23,840</u>
Western redcedar	60 MBF	<u>820 /MBF</u>	<u>\$49,200</u>
		Total	<u>\$73,040</u>

Bidder: Russ Hegedus IFB Forester

Signature: Russ Hegedus

The City of Bonners Ferry reserves the right to reject any and all bids, to waive any informalities in the bids received, and to accept the proposal deemed most advantageous to the best interests of the City. All timber shall be removed in accordance with the requirements of the Bonners Ferry 2018 Timber Sale Contract.

TIMBER SALE CONTRACT

Sale Name: City of Bonners Ferry – 2018 Moyie Timber Sale

This contract, made and entered into, this ____ day of _____, 2018 in Boundary County, State of Idaho, by and between City of Bonners Ferry, of PO Box 149, Bonners Ferry, ID 83805, hereinafter referred to as the SELLER, and Idaho Forest Group, of _____ hereinafter referred to as the PURCHASER.

The sale area of approximately 82 acres, more or less, located in Boundary County, State of Idaho is described as: portions of W1/2, Section 11, T62N, R2E, B. M., and further identified on Exhibit “A,” hereinafter referred to as the PROPERTY.

The SELLER covenants and warrants that SELLER has free and unencumbered title to all of the above described real property, together with the timber situated thereon. The rights and duties of the SELLER under this contract will be exercised or discharged by Inland Forest Management, Inc., P.O. Box 1966, Sandpoint, Idaho 83864, (208) 263-9420 hereinafter called FORESTER. The PURCHASER agrees to harvest the timber within the terms set forth in this contract.

A. GENERAL AND SPECIAL CONDITIONS

1. Performance Bond

As specified, a performance bond shall be provided by the PURCHASER for the entire length of the contract.

- a. PURCHASER agrees to pay the SELLER a deposit, in lawful United States Currency, money order, cashier’s check, payment bond, or a guaranteed letter of credit, receipt for which is hereby acknowledged, to secure SELLER and to be held as a performance bond in the amount of \$10,000 until all terms of this contract have been performed to the satisfaction of the SELLER. This deposit shall be held for application against any

damages to the natural resources and any costs, damages, costs of accomplishing uncompleted work, or expenses to which the SELLER may be put by reason of defaults, or breach of any terms, provisions or obligations to be performed by the PURCHASER in this contract. This deposit does not relieve the PURCHASER of responsibility to pay costs, lost revenue, or damages that exceed the deposit amount.

- b. Seventy (70%) percent of the performance bond will be returned to the PURCHASER after all contract requirements, except slash burning and grass seeding, have been met. The remainder of the performance bond will be returned to the PURCHASER within thirty (30) days following acceptance of slash burning and grass seeding requirements.

2. Insurance

PURCHASER shall procure and maintain for the entire term of the contract the following types of insurance with minimum limits specified:

- a. Workman's Compensation and Employer's Liability coverage with statutory limits in accordance with the State of Idaho .
- b. Automobile Bodily Injury and Property Damage Liability insurance covering all owned, non-owned, or hired automobiles used in connection with the work of this contract with limits not less than \$1,000,000.00 (One Million Dollars) each occurrence combined, single limit for Bodily Injury and Property Damage Liability.
- c. Comprehensive Commercial General Liability insurance (Logger's Broad form "B," including fire coverage), with limits not less than \$1,000,000.00 (One Million Dollars) each occurrence combined, single limit for Bodily Injury Liability and Property Damage Liability.
- d. All of the PURCHASER'S sub-contractors of any tier shall be required by the PURCHASER, under the terms of the sub-contract, to like insurance coverage to that specified in this Section and to submit a certificate prior to commencing work.
- e. The PURCHASER shall name the FORESTER and SELLER as "additional insured" on the above liability insurance policies.

f. The PURCHASER shall provide the FORESTER Certificates of Insurance stating compliance with the above requirements before beginning any work under this contract. The Certificate shall include a statement that coverage shall not be altered or canceled without ten (10) days written prior notice to the FORESTER.

3. Slash Disposal Payment

The State of Idaho slash disposal payments will be paid by the PURCHASER. Upon State's acceptance of slash disposal, the PURCHASER shall receive the slash disposal reimbursement. The PURCHASER shall be responsible to secure the certificate of compliance from the state.

4. Indemnification

PURCHASER shall be responsible and liable for all accidents, damage, or injury to any person(s) or property resulting from activities, duties, and obligations of PURCHASER under this contract for which PURCHASER may be legally liable, and PURCHASER shall hold blameless and harmless, and shall indemnify, the SELLER and his/her agents against any and all claims, demands, loss, injury, damage, actions, and costs of actions whatsoever, which they or any of them may sustain by reason of any act, omission, or neglect of PURCHASER or employees, agents, representatives, or contractors of PURCHASER in connection with the actions whatsoever, which they or any of them may sustain by reasons of any act, omission or neglect of PURCHASER, or employees, agents, representatives or contractors of PURCHASER in connection with the activities, duties, and obligations of PURCHASER under this contract.

5. Preservation of Markers and Fences

All legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the PURCHASER shall re-establish them by a licensed surveyor in accordance with United States Bureau of Land Management standards at the PURCHASER'S expense. Unless otherwise authorized by the FORESTER, all fences and gates shall be promptly returned to, and maintained in, "as found" condition.

6. License and Permits

The PURCHASER shall obtain all necessary permits and licenses and shall comply with all federal, state, and local laws and regulations applicable to the PURCHASER'S work under this contract.

7. Non-Assignment of Interest

The PURCHASER shall not assign PURCHASER'S interest in this contract to any third party without written acceptance by the SELLER.

8. Authority to Stop Work

If the operations of the PURCHASER are found not up to standards as specified by this contract and corrective action is not taken in a timely manner, as judged by the FORESTER, the SELLER, or his/her agent, shall have the authority to shut down the operation until corrective action is taken. For contract breaches of gross negligence, as judged by the FORESTER, all activities related to the operation shall be shut down until a solution acceptable to the FORESTER is reached.

9. PURCHASER'S Representative

A foreman shall be designated by the PURCHASER. Furthermore; (a) the foreman shall be available at all times during the operations, and (b) shall be authorized to receive, on behalf of the PURCHASER, any instructions given by the SELLER, or his/her agent, in regard to performance under this contract.

10. Prework meeting

Before commencing work under this contract, the PURCHASER and his/her employees shall have a prework meeting with the FORESTER.

11. Familiarity with the Site

The PURCHASER declares that he/she is familiar with the site, including location, and with all local conditions and all circumstances that may affect the performance and completion of the work. The PURCHASER has allowed for such conditions in the consideration agreed to in this contract.

12. Fire Protection

The PURCHASER shall at all times comply with state and federal forest fire regulations.

The PURCHASER shall be liable for full damage costs caused by him, his employees, or sub-contractors including, but not limited to, suppression costs.

13. Scaling

All sawlog products harvested or removed under the terms of this contract shall be scaled by a qualified, licensed scaler. Sawlogs are to be scaled with the Scribner decimal C rule to the nearest inch. Maximum scaling length shall be twenty (20) feet. Pulp products may be weighed or scaled. The SELLER and/or his agent reserves the right to check log scale at the landing site.

14. Title and Interest

All right, title, and interest in and to any forest products under this contract shall remain in the SELLER's interest until they have been cut, removed, scaled, and paid for.

15. Access to Property

The SELLER hereby grants to the PURCHASER the right of ingress and egress across and upon the sale area and any adjacent property of the SELLER for all individuals, materials, and equipment necessary to remove the timber products. However, nothing in this contract shall permit the PURCHASER, his/her employees, or subcontractors access to the property for any purpose other than harvesting without the express permission of the SELLER. Any unauthorized presence or acts on the property shall be considered trespassing.

16. Forest Practices Act

The PURCHASER shall adhere to all State Forest Practices Act requirements.

17. OSHA Safety Standards

The PURCHASER shall adhere to all OSHA (Occupational Safety and Health Administration) logging safety standards.

18. Lien

The PURCHASER shall allow no lien to be attached to the PROPERTY on account of any debt for materials or services furnished to PURCHASER for the benefit of the PROPERTY. PURCHASER agrees to pay employees and any sub-contractors in his employ in full and on a timely basis.

19. Trash Disposal

All incidental debris such as litter (bottles, drink containers, paper, etc.), equipment residue (filters, oil, grease cartridges, oil containers, etc.), broken equipment (discarded cable, etc.), and any other waste material brought onto the sale area by the PURCHASER shall be promptly removed and properly disposed of by the PURCHASER.

20. Toxic Materials

The PURCHASER shall comply with all environmental regulations and laws involving spillage of toxic materials and shall meet all clean-up requirements of the regulating agency.

21. Powerlines and Buildings

Portions of the work area are near powerlines, public roads and railroad tracks. All necessary precautions shall be taken during harvest operations to protect individuals and property.

B. HARVESTING OPERATION

1. Logging and Hauling

PURCHASER agrees that all logging and hauling operations shall be done in an orderly and progressive manner, exercising all possible protection to residual trees, soil, water, and improvements on the land. Log hauling shall be conducted in a timely manner to avoid log decay.

2. Sale Boundary

The timber sale boundary has been marked with pink flagging. Within Area 3 the southeast boundary (steep hillside) is designated by being all trees that can be felled and reached from the flat below.

3. Designated Trees

All live and dead trees designated for cutting shall be felled, skidded, and merchantable material utilized. Areas 1 and 2: Designated trees are indicated by having a blue band of paint on the trunk and a butt spot near the base of the tree. Area 3: All merchantable trees within the sale boundary shall be felled and merchantable material utilized.

4. Non-Designated Trees

Any non-designated trees cut by the PURCHASER shall be purchased from the SELLER at twice (2) the actual stumpage rate. In reasonable situations, as judged by the FORESTER, or where prior approval by the FORESTER is given, the FORESTER may waive this penalty or require that trade trees of similar quality and value shall be left uncut. It is understood that occasionally non-designated trees will need to be cut to access designated trees.

5. Felling and Bucking

PURCHASER agrees that felling and bucking shall be conducted as follows:

- a. Stump height shall not exceed 6 inches from the ground as measured from the uphill side of the stump. When this standard is impractical or unsafe to obtain (as judged by the FORESTER) for reasons such as large tree butts, double stumps, down logs, etc., then the PURCHASER shall cut the lowest stump feasible considering these limitations.
- b. When practical, all sawlogs will be cut to a minimum top diameter inside bark of inches.
- c. Timber will be felled at such an angle to the skid trail so as to minimize damage to the residual stand and reproduction during skidding operations.

- d. As directed by the FORESTER, unmerchantable trees over six (6) feet in height that are damaged from logging shall be slashed to within two (2) feet of the ground.
- e. Trees will be bucked into approved log lengths when feasible. Approved log lengths are 16.5 feet and 33 feet. If long logged (32 feet or longer), a short log (16.5 feet or shorter) shall be cut from the butt section of trees when necessary, as judged by the FORESTER, to insure actual log scale is consistent with log taper rule specifications. For trees containing only one long log, the short log butt cut will not be required.
- f. Trees shall not be felled on adjacent SELLER's property.

6. Merchantability Standards

All logs, green or dead, ten (10) feet long or longer plus trim, which are thirty-three (33) percent sound and contain ten (10) board feet shall be considered merchantable sawlogs. Merchantable chipwood will be any piece that is 16.8 feet long with a 2.5 inch small-end diameter.

7. Skidding

Skidding shall be conducted as follows:

- a. The FORESTER must give prior approval to all skidding equipment. A winch with a minimum of 60 feet of line is required on at least one machine.
- b. All skid trails must be designed to minimize damage to the residual stand, with special attention being given to maintaining wide skid trail spacing.
- c. The FORESTER reserves the right to restrict the number of logs per drag, if in his judgment, excessive damage is occurring to the residual trees.
- d. No skidding down draws shall be permitted without prior approval from the FORESTER.
- e. No skid trail excavation is permitted without prior approval from the FORESTER.
- f. When practical, designated trees shall be used as "rub trees" and then removed during the last drag on the particular skid trail.

g. Removing trees from certain areas may require pulling winch line.

8. Landings

Landings shall be built only at locations approved by the FORESTER.

9. Load Tickets

All loads of forest products shall have an Inland Forest Management, Inc. load ticket fastened securely to the load when they leave the woods landings. All tickets will be used in sequential order and will specify:

- a. One load and no other load
- b. Name of the sale and PURCHASER
- c. Date load removed
- d. Name of truck driver
- e. Delivery point

In addition, all loads shall have IFM, the sale name, and the load ticket number painted on the back of the load. All load ticket books shall be returned to the FORESTER within seven days of using all tickets within the book. At the end of the sale, all remaining books must be returned within seven days. Failure to comply with this requirement is subject to a \$50.00 penalty per book

10. Slash Management

PURCHASER agrees to the following:

- a. The term slash, for the purpose of this sale contract, shall mean all debris created on the sale area and road right-of-way by the logging or other related operations.
- b. Trees will be limbed, topped, and long butted at the landing. In some situations, as determined by the FORESTER, trees may be limbed and topped in the woods.
- c. Landing slash will be piled in such a manner as to facilitate burning. In piling slash, care must be taken to prevent undue damage to surrounding trees. A brush blade equipped tractor, loader, or excavator must be used for slash piling.

- d. Where slash concentrations warrant, as judged by the FORESTER, the PURCHASER shall pile slash within the logged area. If piling is impractical, the PURCHASER shall cut all logging debris to within two (2) feet of the ground.
- e. All slash piles must have at least twenty (20) feet cleared away from any trees.
- f. PURCHASER shall burn all slash piles. The PURCHASER will take whatever steps are required to ensure an excellent burn occurs, including the onsite presence of a machine (approved by the FORESTER) during burning operations and the cutting and repiling of wood pieces extending from the pile. FORESTER must be notified before burning begins and will determine when piles are burned satisfactorily.
- g. Unless otherwise authorized by the FORESTER, slash clean-up operations (piling and slashing) shall be accomplished concurrently with the logging operation.

11. Roads and Maintenance

- a. All roads will be maintained and returned to “as found” (or better) condition to the satisfaction of the FORESTER.
- b. All roads and skid trails shall be cross-ditched for erosion control as designated by the FORESTER. Cross-ditching shall be accomplished concurrently with the logging operation.
- c. To access trees in Area 3 USFS roads must be used that are subject to the conditions outlined in Exhibit “B,” Road Use Permit. The SELLER shall be responsible for road brushing and blading.

12. Time of Year restriction

Logging will not be permitted during excessively wet, as judged by the FORESTER, times of the year.

13. Firewood

No firewood shall be removed from the sale area without prior SELLER approval.

C. TIMBER SALE CLOSE-OUT

1. Grass Seeding

Upon sale completion, the PURCHASER shall grass seed (20 lbs per acre) all landings and natural surface roads. Timing of seeding, and grass mixture are to be approved by the FORESTER.

2. Final Inspection

When slash burning is complete, and before applying for distribution of retained performance bond, the PURCHASER shall schedule a final inspection to be conducted with the FORESTER. Any deficiencies found during the final inspection shall be corrected to the FORESTER'S satisfaction within 30 days, weather permitting, or the retained performance bond shall be forfeited. The final inspection shall take place prior to the PURCHASER removing all equipment from the work site.

D. SALE PRODUCTS AND PAYMENTS

1. Products

The SELLER agrees to sell and the PURCHASER agrees to purchase, upon the terms and conditions of this contract, the marked or designated timber estimated at 225 thousand board feet, more or less. It is understood that this volume is only an estimate and actual harvested volume may vary significantly from this estimate. The PURCHASER agrees to pay the SELLER at the following rates:

SPECIES	Estimated Volume	STUMPAGE (rate/MBF)-Net
Douglas-fir/w. larch	149 MBF	\$155.00
lodgepole pine	5 MBF	\$155.00
grand fir/w. hemlock	10 MBF	\$155.00
western red cedar	60 MBF	\$820.00
ponderosa pine	1 MBF	\$80.00
Chipwood/pulp	0 tons	negotiable

2. Payments to the SELLER

- a. Payments to the SELLER will be made at least bimonthly and will be based on quantities determined by mill scale tickets. Payments will be made no later than Friday of the week following the two-week period in which harvesting has occurred, or on an alternative schedule that is acceptable to the SELLER.
- b. PURCHASER shall notify FORESTER of delivery points for logs before log hauling begins and will have the log purchaser pay the contract stumpage rates directly to the SELLER. If direct stumpage payments are not possible, or if the FORESTER requires, two (2) week estimated advanced payments shall be required.

E. EXPIRATION OF CONTRACT

1. Completion of Logging and Hauling

All timber products to be harvested through this contract shall be removed, delivered and paid for no later than November 15, 2018. Any timber products remaining after this time, whether marked for cutting or cut but not removed, shall remain the property of the SELLER.

2. Expiration of Contract

This contract shall expire automatically when slash burning and remaining requirements of this contract have been completed to the satisfaction of the SELLER.

In witness whereof, the parties hereto have executed this contract as to the ____ day of _____, 2018.

SELLER:

David Sims, Mayor
City of Bonners Ferry
PO Box 149, Bonners Ferry, ID 83805

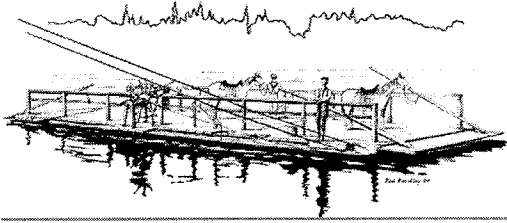
Attest:

City Clerk

PURCHASER:

Name Printed

Social Security Number
or Federal ID Number



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: August 3, 2018

RE: Arts Commission Draft language

Attached is draft language for consideration by the Council for a future Arts Commission. The ordinance language provides the structure and organization for a future arts commission to operate from.

One area in particular that could use some discussion and feedback would be the purpose statement. I have provided a draft statement that I feel covers the breath of what the future commission would do, but if there is some directive that you'd like me to input or rewrite, I would gladly do so.

The commission is designed to be advisory in nature to the Council and make recommendations on the location, placement and selection of art among other duties in public places within the City.

Please let me know if you have any questions relating the draft language.

BONNERS FERRY
ARTS COMMISSION

2-4-1 ESTABLISHMENT AND TITLE:

There is hereby established and created a commission to be known as the Bonners Ferry Arts Commission (hereinafter the "commission").

2-4-2 STATEMENT OF PURPOSE:

It is the purpose of this chapter and the policy of the City to recognize the value of art in public places, in order to beautify public areas, to enhance the quality of life for Bonners Ferry citizens, to attract tourism, to enhance art education and celebration of cultural heritage, and to provide enhance economic vitality of the City's commercial corridors.

2-4-3 DEFINITIONS:

In construing the provisions of this chapter, the following definitions shall apply:

PUBLIC ART: Art in any media (temporary, long term, visual, performing, time based, etc.) that has been planned and executed with the intention of being staged in the physical public domain, generally outside and accessible to all.

2-4-4 GENERAL REQUIREMENTS:

- A. Public art may be an integral part of a structure, attached to a structure or detached from a structure within or outside of it. Public art may also be located on any publicly owned property or on publicly accessible private property with formal written agreement with the private entity or landowner.
- B. Any public art chosen shall be located in a public place with public accessibility and impact, and further shall comply with to any guidelines established by Council upon recommendation of the Bonners Ferry Arts Commission.
- C. Nothing contained herein shall preclude funding City public art by matching monies, donations, or other means.

2-4-5 ADMINISTRATIVE RESPONSIBILITIES:

- A. The City designates the Bonners Ferry Arts Commission, to be responsible for the location and selection of all public art in the City. The Bonners Ferry Arts Commission shall make recommendations and shall seek input and advice from relevant City departments prior to installation. It shall also advise relevant City departments regarding the maintenance, repair, or other conservation of public art.
- B. Public art selected shall be consistent with the City's comprehensive plan, zoning and subdivision ordinances, and land uses contemplated therein.
- C. The Bonners Ferry Arts Commission shall work with the City regarding the public art selected for installation in coordination with projects contained in the capital improvement program and selection of artists for public art projects.
- D. The Bonners Ferry Arts Commission shall make reports from time to time as requested by the Mayor and/or the Council.

2-4-6 SOURCE OF FUNDS:

Funds to support the Arts Commission may include, but are not limited to, general funds, grants, donations, and funding from other organizations and agencies.

2-4-7 ESTABLISHMENT, COMPOSITION AND TERMS:

The commission shall consist of no less than three (3) and more than five (5) members who shall receive no salary. Residency in the City is not a requirement to be a member of the commission, however, in considering applications for membership, the applicant's residence or business ties to the community will be taken into consideration, along with the applicant's involvement and interest in the arts.

The Mayor and commission chair will work together to discuss new members for appointment. Members shall be appointed by the Mayor and confirmed by the City Council, and any member may, in a like manner, be removed.

- A. Commission Terms/Vacancies: Each member of the commission shall serve a term of three (3) years or until his or her successor is appointed and qualified. Vacancies arising in any member's position shall be filled for the remaining term of the member originally appointed. Initial appointments to the commission shall be made as follows: one (1) 2-year term; one or two (1-2) 2-year terms; and one or two (1-2) 3-year terms. All subsequent appointments shall be made for three (3) year terms (evenly staggered if there are fewer members). Commission members may be reappointed to serve additional terms. The Mayor shall determine the term of office for first appointed

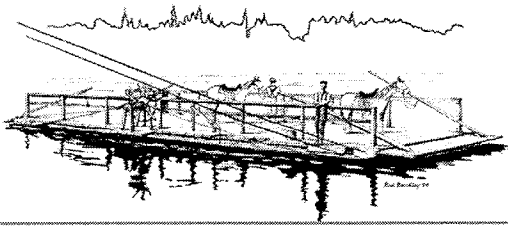
members, consistent with this section. The ex officio member of the commission shall hold office corresponding with their respective tenures in regular City administrative positions, and may be removed and replaced by the Mayor. The Mayor shall fill any vacancies occurring in the membership of the commission, with the appointment to be confirmed by the City Council.

- B. In addition to the appointed commission position, non-voting officers to the commission may include the City Administrator, Executive Director of the Economic Development Council, City Planner or any other City employee or representative that the Mayor places on the commission.
- C. Organization And Quorum: After appointment of the first membership and every two (2) years thereafter, following the first commission meeting in January, the commission shall organize by selecting a chairman, vice chairman and such other officers as deemed necessary by the commission. The chairperson shall preside at meetings of the commission. The vice chairperson shall, when the chairperson is absent, perform the duties of the chairperson. A majority of the appointed members of the commission shall be necessary to constitute a quorum and conduct any business at any commission meeting.
- D. Removal Of Members: Any member of the commission may be removed with or without cause by the Mayor with the consent of the City Council.
- E. Meetings: The commission shall meet at a regular place and time as determined by the commission. All meetings of the commission shall follow the requirements of Idaho's Open Meeting Law to allow and promote public participation in the decisions of the commission. The commission shall keep minutes and other appropriate written records of its resolutions, proceedings, and actions.
- F. Reporting: The commission shall make a written record of the meetings and said written record shall be kept as a public record. The commission will give monthly updates to the Mayor and the City Council, when appropriate.

2-4-8 DUTIES AND RESPONSIBILITIES:

The commission shall advise and assist the Mayor and City Council with respect to developing, coordinating, and promoting the performing and visual arts for the enjoyment, education, cultural enrichment and benefit of the citizens of Bonners Ferry. In furtherance of these duties, the commission shall attempt to accomplish, subject to Council approval, the following objectives:

- A. Work with arts organizations, public agencies and community representatives, to plan and promote arts activities, provide opportunities for residents to participate in artistic activities.
- B. Assist in obtaining grants and donations in support of the arts, and encourage the donation of public art within the City.
- C. Provide information, encouragement, and general assistance to Bonners Ferry's cultural organizations and artists.
- D. Promote the development of Bonners Ferry artists, institutions and community organizations sponsoring arts activities.
- E. Assess the needs of the arts and of the people of Bonners Ferry and make such information available to the Mayor and City Council and all interested agencies and persons.
- F. Review and provide recommendations and advice to the Mayor and City Council on all proposed arts related projects, events, grants, general disbursement of funds or provision of services to artists, nonprofit or for profit arts institutions or organizations.
- G. Encourage and provide direction to coordinate, partner or benefit from the arts activities or opportunities provided by other governmental agencies.



CITY OF BONNERS FERRY

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

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: August 3, 2018
RE: PTO Policy

The following PTO policy is presented to City Council for adoption into the City Personal Policy. Based on comments received from City Council and Staff, the following minor modifications were made from the previous draft:

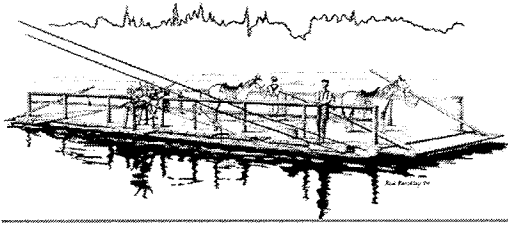
Use and Scheduling of PTO

“Sudden illnesses that result in absence from scheduled work must be reported to the employee's supervisor as early as possible. Employees experiencing sudden illness are encouraged to check in with their supervisor at least 15 minutes before their schedule shift. Failing to call or calling in after the employee’s schedule shift may be grounds for disciplinary action by the Supervisor.”

Bereavement Leave:

Up to five (5) days... (Replacing 3 days with 5 days, based on previous action by City Council in December 2017).

Upon adoption of the policy, staff will work with the employees to convert all Personal Time, Vacation time and up to 80 hours of Sick time to a PTO account. Any remaining sick time will automatically be converted to a Sick Bank for use by the employee in accordance with the adopted PTO policy.



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TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: August 3, 2018
RE: PTO Policy

The following PTO policy is presented to City Council for adoption into the City Personal Policy. Based on comments received from City Council and Staff, the following modifications were made from the previous draft:

Eligibility (removal of part-time regular employees working 20 hours on average a week)

PTO is accrued upon hire or transfer into a benefits-eligible positions. Eligible employees, for determination of this policy are full-time regular employees as defined within the City's Personnel policy. Temporary/seasonal employees or part time regular employees are not eligible to accrue PTO.

Use and Scheduling of PTO

"Sudden illnesses that result in absence from scheduled work must be reported to the employee's supervisor as early as possible. Employees experiencing sudden illness are encouraged to check in with their supervisor at least 15 minutes before their schedule shift. Failing to call or calling in after the employee's schedule shift may be grounds for disciplinary action by the Supervisor."

Use & Schedule of Sick Bank Time

An employee may not accrue more hours than those hours stipulated within the accrual table.

Bereavement Leave:

Up to five (5) days... (Replacing 3 days with 5 days, based on previous action by City Council in December 2017).

Upon adoption of the policy, staff will work with the employees to convert all Personal Time, Vacation time and up to 80 hours of Sick time to a PTO account. Any remaining sick time will automatically be converted to a Sick Bank for use by the employee in accordance with the adopted PTO policy.

Purpose

The City of Bonners Ferry believes that employees should have opportunities to enjoy time away from work to help balance their lives. The City of Bonners Ferry recognizes that employees have diverse needs for time off from work. The City of Bonners Ferry has established this paid time off (PTO) policy to meet those needs. The benefits of PTO are that it promotes a flexible approach to time off. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other situations that require time off from work.

Eligibility

PTO is accrued upon hire or transfer into a benefits-eligible positions. Eligible employees, for determination of this policy are full-time regular employees as defined within the City's Personnel policy. Temporary/seasonal employees or part time regular employees are not eligible to accrue PTO.

Procedures

PTO accruals are available for use in the pay period following initial hiring of an eligible employee. All hours thereafter are available for use in the pay period following the pay period in which they are accrued.

Accrual and Payment of PTO

Accruals are based upon paid hours up to 2,080 hours per year, excluding overtime. Part time regular employees working less than 40 hours per week and at least 20 hours per week will earn PTO hours on a prorated basis, according to the accrual rate per hour (see table below). Length of service determines the rate at which the employee will accrue PTO. PTO does not accrue on unpaid leaves of absence or PTO cash outs upon termination. Employees become eligible for the higher accrual rate on the first day of the pay period in which the employee's anniversary date falls.

Accrual of Banked Sick Time

Any employee may choose to create a sick bank wherein hours can be moved from PTO to the sick bank accrual. The employee shall make requests in writing to move PTO time to their sick bank and shall accept that once the allocation is made it cannot be moved back to regular PTO.

Employee shall make written request prior to their maximum accrual time being met; any time lost prior their written request shall not be reestablished.

Accrual Table

Years of Service	Accrual Rate per Hour	Annual PTO Accrual*	Maximum PTO Accrual**	Sick Bank Accrual
1-10 years (120 Months)	0.08462	176 hours	264 hours	480 Max. Accrual
10-15 years	0.10385	216 hours	324 hours	480 Max. Accrual
15 or more years	0.12307	256 hours	384 hours	480 Max. Accrual

*Annual PTO Accruals are based on an employee having 2,080 paid hours per year (40 hours per week).

**No PTO hours will accrue beyond the maximum accruals listed unless moved to the Sick Bank Accrual.

Use and Scheduling of PTO

Employees are required to use available PTO when taking time off from work. PTO may be taken in increments of as low as ½ one hour. However, PTO may not be used for missed time because an employee reports late to work, except during inclement weather.

Whenever possible, PTO must be scheduled in advance. PTO is subject to supervisory approval, department staffing needs and established departmental procedures. Unscheduled absences will be monitored. An employee will be counseled when the frequency of unscheduled absences adversely affects the operations of the department. The supervisor may request that the employee provide a statement from a health care provider concerning the justification for an unscheduled absence.

Sudden illnesses that result in absence from scheduled work must be reported to the employee's supervisor as early as possible. Employees experiencing sudden illness are encouraged to check in with their supervisor at least 15 minutes before their schedule shift. Failing to call or calling in after the employee's schedule shift may be grounds for disciplinary action by the Supervisor.

When PTO is used, an employee is encouraged to request payment of PTO hours according to his or her regularly scheduled workday. For example, if an employee works a six-hour day, he or

she would request six hours of PTO when taking that day off. PTO is paid at the employee's straight time rate. PTO is not part of any overtime calculation.

Employees may not borrow against their PTO banks; therefore, no advance leave will be granted.

Payment upon Termination

An employee will be paid upon resignation, separation or retirement for all PTO hours accumulated but not used. Employees whose positions are eliminated through a reduction in force or reorganization or whose hours drop below 20 hours per week are paid PTO on the effective date of the termination.

PTO Cash Out- upon separation

Upon separation, employees are eligible to be paid out for any unused PTO by a lump-sum payment at the then-current hourly or daily rate.

Borrowing Against PTO or Sick Bank- Not allowed

No employee shall be allowed to borrow or receive credit for PTO or sick bank time for their use. In order to use any PTO or Sick Bank time, the employee shall first have earned such time.

Sick Bank Accounts

Creation and Contribution to Employee Sick Bank Account

Any Employee can create a sick bank account by making a written request to the City's Human Resources Officer. Once created, the account shall operate in accordance with this policy.

The employee is responsible for the creation and continued contribution of sick bank time. The City shall not contribute to any sick bank time without amendment to this policy. Contribution can only be made to their account through the employee's PTO time. Once an employee transfers time from their PTO to their sick bank account, the time cannot be transferred back to PTO.

An employee may request, at any time, to move PTO to their Sick Banked Account through proper submission request to the City's Human Resource Officer. Any requested move from PTO to Sick Banked Account shall occur prior to time being lost because of accrual limitation being met. Any lost time cannot be reinstated or retro-actively compensated, if the request is made after time is lost.

Use & Schedule of Sick Bank Time

Sick Bank Time shall only be utilized to cover those hours that the employee needs to care for themselves or immediate family's health needs.

Employees who have a qualifying illness or event that require them to be absent for longer than three (3) working days per condition, are required to contact their immediate supervisor and Human Resource Officer to apply for use of sick bank time.

Employees must first use a minimum of three (3) working days of PTO per condition before accessing their sick banked time. Employees who do not have any PTO time shall take the time without pay before being eligible for sick banked time.

Sick bank account may be used for a Workman's comp covered injury.

Requests for Sick Bank Leave must be taken in minimum one (1) workday or eight (8) hours, with one (1) hour increments above that.

An employee must not have a written record of disciplinary action for leave abuse or misuse of leave within the past twelve (12) months.

An employee may not accrue more hours than those hours stipulated within the accrual table.

Qualifying Illness or Condition

A qualifying illness and/or conditions are acute or prolonged illnesses or injuries that are expected to take longer than three (3) days to recover.

The City retains the right to determine whether the illness or condition qualifies based on the information it receives from the employee and/or medical provider.

Examples of a qualifying illness or conditions include, but are not limited to:

1. Surgery that requires longer than three (3) days of recovery (preauthorization recommended).
2. Serious or debilitating illness that requires hospitalization or in-home care.
3. Caring for a ill or injured family or household member
4. Death of a family or household member
5. Treatment for a chronic or long-term health conditions.

As with any request, the employee is encouraged and recommended to review all requests of sick bank time with the supervisor and/or human resource officer prior to submitting for time off.

Use of Bereavement Leave is considered a qualifying event or conditions.

Sick Bank Cash Out- upon separation

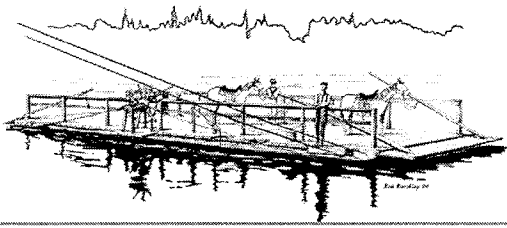
Upon separation from the City the employee may request to be cashed out of any sick bank time. Cash outs shall not be more than 25% of the total hours or \$5,000.00 whichever is less.

Bereavement Leave:

Up to five (5) days of paid leave of absence shall be provided for a death in an employee's immediate family (spouse, mother, father, step-mother, step-father, mother-in-law, father-in-law, children, grandparents, grandchildren, brothers, sisters, sisters-in-law, or brothers-in-law).

Use of Bereavement Leave is considered a qualifying event or condition to access the employee's sick bank account.

Any additional leave must be approved by the department head and may be granted from accrued Personal Time Off (PTO), sick bank account, comp time, or unpaid leave of absence.



CITY OF BONNERS FERRY

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

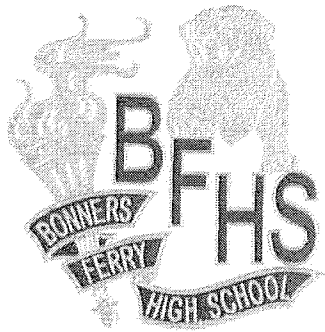
TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: August 3, 2018
RE: High 5 Memo

The Steering Committee for the High 5 Grant is recommending to the City Council to fund the Bonners Ferry High School cardio equipment in the amount of \$26,589. Please see the attached fund request and project proposal as presented by the Bonners Ferry High School Physical Education teacher, Ed DePriest.

Staff recommends that Council support the project in a form of a motion to allocated funds for the aforementioned amount.

A summary of the committed funds are explained in the table below. The beginning amount started at \$250,000:

Project	Amount Funded	High 5 Grant Remaining
City Pool	\$60,000	\$190,000
City Incidentals/Mark Fenton	\$10,000	\$180,000
Bike/Ped Plan	\$10,000	\$170,000
U of I Extension- summer	\$2,500	\$167,500
BOCO Backpack	\$5,000	\$162,500
High School Trail	\$10,000	\$152,500
<i>High School Cardio (proposed)</i>	<i>\$26,589</i>	<i>\$125,911</i>



BONNERS FERRY HIGH SCHOOL

6485 Tamarack Lane
Telephone 208-267-3149

Bonners Ferry, Idaho 83805
208-267-5171 Fax

April 10, 2018

Bonners Ferry High School Fitness Facility Request for Funding from the Blue Cross of Idaho's High 5 Grant

Amount Requested: \$27,000.00 (Based on quote from December 2017)

Submitted by: Ed DePriest, Fitness Teacher – Bonners Ferry High School

Blue Cross of Idaho High 5 Mission Statement:

“To initiate projects that improve the health of our children by increasing their physical activity and access to healthy, affordable foods.”

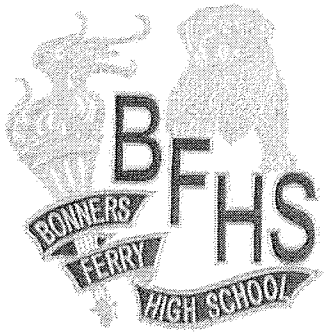
The equipment requested for the Bonners Ferry High School Fitness Center will further the mission statement of the Blue Cross of Idaho High 5 Foundation directly and on a daily basis.

This is a programmatic request, as approximately 100 students per day use the facility each day of the school year, and many also use the fitness center as participants in extra-curricular activities before and/or after the regular school day, as well as in summer fitness programs.

The equipment is fundamental in increasing the physical activity of the students of the community. The equipment requested is primarily cardiovascular / cardiorespiratory strengthening and development oriented. The equipment is easy to use and state-of-art design to maximize student development. The fitness facility is open to all students who attend Bonners Ferry High School.

As Per the United States Department of Health, which recommends that high school aged kids engage in a minimum of 60 minutes of moderate to vigorous, elevated heart rate activity per day, this equipment will facilitate meeting those standards.

This proposed equipment will serve/benefit generations of future Boundary County students. **This equipment has a life-expectancy of up to 20+ years.** Any student who elects to utilize the fitness center, through either a fitness class, extra-curricular team, or summer conditioning program will benefit from this for 20+ years. It is likely that this equipment will be used on a year round basis, not just the regular school calendar year.



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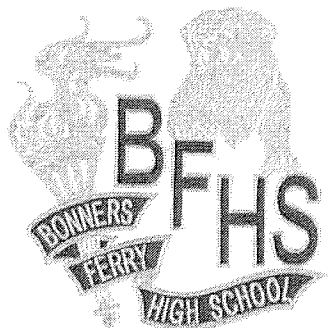
Additional Funding: Over the years, major upgrades to the fitness center have been funded through grants. About ten years ago, a grant of similar value was secured to upgrade the resistance training (Olympic Bars, Squat Racks, Bench Press stations, etc...) equipment. Because of the significant cost of fitness related equipment, grants of this fashion are relied on to upgrade and improve the fitness facilities.

The equipment of this proposal will be self-sustaining and result in long-term success of the High 5 goals through proper maintenance and use over the 20+ year life-expectancy of the equipment. The instructors of the individual classes, teams, or activities have the responsibility and expectation for the primary care and maintenance of the equipment. Regular interval upkeep will be performed by school maintenance personnel.

If funded, and the equipment is placed into use, **the measure of success of the mission of the foundation can/will be evaluated** on a daily basis. As the students use the equipment and learn and experience the health benefits of regular use of the equipment, it will be visibly demonstrable as to the improvement in student health and cardiovascular strength. Cardio equipment such as is being requested has proven to be the favorite choices of high school aged students. Students are more engaged and enjoy this type of equipment than they do resistance and weight lifting activities. In the past, students have asked for more cardio based equipment and this grant will provide the young people with more enjoyable activities that they are more likely to engage in.

Community Awareness:

The high school students are already aware of the Blue Cross of Idaho High 5 Grant. The students have participated in surveys (see enclosed/attached) in order to ascertain their preferences and needs. Over the past months, many students have been asking the status of the Grant, and showing excitement about the possibilities that the proposed improvements and equipment will have on the day-to-day fitness opportunities.



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If awarded this grant, and once installed in the fitness center, it is our intention to bring in the local press sources and have articles and pictures about the grant, the purpose of the grant, and how it will benefit the youth of Boundary County for many generations as they pass through Bonners Ferry High School.

In closing: As a major component of the Boundary County community, Bonners Ferry High School has a significant, if not the most, impact on the development and improvement of the physical health of the young people in the community. As has been indicated above, I feel that this equipment will be a long lasting factor to be used for fitness development for 20+ years. When broken down on a cost basis, a \$27,000 investment that will still be serving the community in 20+ years, is extremely efficient.

This Grant, and the benefits it can provide, is a once in a generation opportunity. Bonners Ferry High School is extremely appreciative of this opportunity and thankful for consideration by the committee. If the committee requires any further information, please feel free to contact me.

Thank you again,

A handwritten signature in cursive script that reads 'Ed DePriest'.

Ed DePriest
208-267-3149

SPOKANE EXERCISE EQUIPMENT
 421 W MAIN AVE, SUITE 100
 SPOKANE, WA 99201
 Ph: 509-624-8726 Fax: 509-624-0207
 TAYLOR@SPOKANEEXERCISE.COM



QUOTE	
Date	Sales Order
07/03/18	THBRQ6130

Sold To: BONNERS FERRY HIGH SCHOOL
 ED DEPRIEST
 6485 TAMARACK LN
 BONNERS FERRY, ID 83805
 US

Phone: 208-269-3149

Ship To: BONNERS FERRY HIGH SCHOOL
 ED DEPRIEST
 6485 TAMARACK LN
 BONNERS FERRY, ID 83805
 US

Phone: 208-269-3149

Terms	Rep	P.O. Number	Expires
	TAYLOR		09/03/2018

Qty	Description	Price	Your Price	Extended Price
CARDIOVASCULAR EQUIPMENT				
2	TRUE CS400 TREADMILL; EMERGE CONSOLE WITH LED DISPLAY	\$5,699.00	\$4,095.00	\$8,190.00
2	PRECOR EFX® 835.V2 ELLIPTICAL: CONVERGING CROSSRAMP®, MOVING ARMS; P30 CONSOLE WITH ADVANCED LED DISPLAY	\$7,495.00	\$5,475.00	\$10,950.00
5	SPINNER® RIDE™, BELT DRIVE (NO CONSOLE)	\$1,595.00	\$1,205.00	\$6,025.00
1	TRADE IN DOLLARS: 3 - SPINNER PRO BIKE (BLACK) - \$75 2 - SPINNER PRO BIKE (GREY) - \$75 1 - PRECOR EFX 546 ELLIPTICAL - \$100 1 - PRECOR C776i CLIMBER - \$100 1 - LIFE FITNESS TR9100 TREADMILL - \$100	-\$675.00	-\$675.00	-\$675.00
1	DELIVERY AND INSTALLATION	\$849.00	\$849.00	\$849.00



Qty	Description	Price	Your Price	Extended Price
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SubTotal	\$25,339.00
Shipping	\$1,250.00
Sales Tax	\$0.00
Total Due	\$26,589.00

*QUOTE VALID FOR 60 DAYS

*PAYMENT TERMS: A 50% DEPOSIT IS REQUESTED ON ORDER SUBMISSION. THE REMAINING 50% IS DUE UPON INSTALLATION.

*PAYMENT ON INVOICE BY CREDIT CARD WILL INCUR A 3% PROCESSING FEE.

*EQUIPMENT IS TO BE INSTALLED WITHIN 30 DAYS OF ARRIVAL.

