

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 21, 2018
6:00 p.m.**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

GUESTS

Larry Bauer – Pool Operations

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/SPOT/Golf Committee

CONSENT AGENDA

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of August 6, 2018 Special Council meeting minutes and August 7, 2018 Council meeting minutes

OLD BUSINESS

4. City – Authorize Mayor to Sign Joint Pole Use Agreement with Fatbeam (attachment) {action item}
5. City – Pool Rehabilitation Project Bid (attachment) {action item}

NEW BUSINESS

6. Sewer – Authorize Mayor to Sign Change Order Request #1 with S & L Underground for the Sewer Forceman Bridge Replacement Project (attachment) {action item}
7. Sewer – Authorize Mayor to Sign Pay Request #3 with Panhandle Area Council for the Sewer Forceman Bridge Replacement Project(attachment) {action item}
8. City – Authorize Mayor to Sign Pay Request #4 with Panhandle Area Council for the Pool Rehabilitation Project (attachment) {action item}
9. City – Discuss/Approve Expenditure of High 5 Funds for Boundary County School District – Cardio Equipment Purchase (attachment) {action item}
10. City – Authorize Mayor to Sign Contract Amendment with Idaho Smart Growth for Phase III of the Bike/Pedestrian Plan (attachment) {action item}
11. City – First Reading of Ordinance 578, Title 2, Chapter 4 Creation of an Arts Commission (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

Mayor David Sims called the special council meeting of August 6, 2018 to order at 5:00 pm. Present for the meeting were: Council Members Adam Arthur, Valerie Thompson, and Ron Smith. Also present were: City Administrator Lisa Ailport, City Engineer Mike Klaus, and Clerk/Treasurer Christine McNair.

The group discussed the Water/Sewer department wages. Mike said at the time this was discussed, he did not intend for the \$.44 base wage increase to apply to the rest of the water/sewer department employees, he was just trying to hire new employees. Lisa said she will work on a matrix for every department. Adam is concerned with the \$2.00 per hour starting increase that was in the motion. Adam moved to increase the matrix \$.44 and remove the ability to increase the base wage by \$2.00 per hour, effective August 6, 2018. Valerie seconded the motion. The motion passed with all in favor.

The proposed fiscal year 2019 budget was reviewed.

Mayor Sims said when Lisa and Christine were appointed to their new positions, they were told their wages would be increased and that is not reflected in this budget. Mayor Sims said both, Lisa and Christine should be given a raise. Ron moved to increase Lisa and Christine's wages by ten percent total, effective October 1, 2018. Adam seconded the motion. The motion passed. Ron – yes, Valerie – yes and Adam – yes.

Mayor Sims said the approximate electric rate increase will be 12%. Ron asked if the electric fund has the rate increases figured into it for FY2019. Mayor Sims said it does.

Mayor Sims said the five percent rate increase for water is in the budget for FY 2019. Mike said the water capital list for FY2019 includes: \$25,000 for distribution improvements, a generator for the clarifier room and one for the south hill booster, approximately \$20,000 for meter replacement, \$15,000 for scada improvements, and repairs to filter bed #2 under drain system. Mayor Sims asked when the new well will be online. Mike said hopefully by next spring. Mike said we will do most of the work on the well house. Mike said the plan is to use concrete masonry units. Mayor Sims asked what all the \$125,000 includes. Mike said it includes the electrical, the structure, the pump and motor. The well will be drilled this year and the well house will be built next year. Adam said the water fund is looking better than it has for a while.

Mayor Sims said the 15% rate increase for sewer is in the budget for FY2019. Mike said the sewer capital list for FY2019 includes: a used pickup. Mayor Sims suggested asking the police about purchasing one of their pickups for the sewer department. Mike said a generator for lift station #1 is on the capital list, \$15,000 for scada improvements, \$50,000 for line improvements. Mayor Sims said he wants to add a generator for lift station #2 for this budget also.

Mayor Sims said there has not been a garbage rate increase for a while. He said we should look at the contract. Mayor Sims is interested in putting dumpsters in neighborhoods during cleanup week. Valerie thinks it is a good idea to have service groups involved with the cleanup.

Council requested the Clerk make the discussed adjustments to the budget.

There being no further business, the meeting adjourned at 6:03pm.



Mayor David Sims called the council meeting of August 7, 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, Economic Director Dennis Weed and Clerk/Treasurer Christine McNair. Members of the public present were: Chris Jasper, Chris Huddle, Jim Thompson, Marciavee Cossette, Eric Lederhos, Lisa Aguilera, and Jessica Tingley.

Mayor Sims moved item number nine ahead of number four.

Jessica Tingley spoke regarding item number 14 for High 5 equipment funding. Jessica spoke to Mike Davis from Iron Mike's Gym. Mike Davis said the equipment usually does not last 20 years, the equipment usually lasts 10-12 years. The cost of delivery and installation is very high. Mike Davis is willing to help with delivery and installation. Mike Davis said the cost of the equipment should be closer to \$15,000. Mayor Sims said they will ask the school to look into the pricing.

Lisa Ailport gave her report. Lisa wants to submit a request to the Federal Highway Administration to test an advisory lane, on Stephens Street. The advisory lane provides bike and pedestrian access without a lot of infrastructure changes. Federal Highway Administration request is required for approval of the advisory lane. Lisa has prepared a draft letter for this request. Valerie asked about using Buchanan Street instead of Stephens Street. Lisa said Stephens Street is wider and easier to use for the advisory lane. Adam asked if both sides of Stephens Street will be lined. Lisa said yes. Lisa said the advisory lanes are for low volume routes. Lisa showed an example of a sign for the advisory lane. Rick asked who has the right-of-way in this scenario. Lisa said the cars will yield to the pedestrians. Adam asked if there are traffic counts for Stephens Street. Lisa said we are going to acquire the traffic count. Rick asked if there is a minimum width. Lisa said there is a recommendation of six feet for the bike lane and ten – fifteen feet for the vehicles. Adam said it needs to be considered how this connect to other streets and crosswalks. Valerie asked if other streets are being considered. Lisa said at this time, Stephens Street is the only one being considered. Ron asked if Brian Zimmerman has any thoughts. Brian has some concerns that he will speak with Lisa about. Lisa wants to apply for the surplus eliminator funds. The funds have to be tied to maintenance and must address safety and mobility. The applications are due December 6, 2018 and the project must be completed by December 6, 2019. The maximum amount of money that can be applied for is one million dollars. The street that is being considered is Kaniksu Street. Kaniksu Street needs a lot of maintenance and is an area of interest. The project has to be shovel ready within 90 days of receiving approval. Mayor Sims said it is a very competitive program.

Mike Klaus gave his report. He said the sewer bridge project has had some delays, due to a long lead time on the parts needed for the project. He met with the County and Federal Highway engineer regarding Riverside Street project and the utilities that will need to be moved. Mike said the pre-construction meeting for the pool reconstruction happened August 6, 2018. Mike said there are two fires in our Myrtle Creek watershed area. The upper fire is approximately nine miles above our watershed and it is completely contained.

Jim Thompson joined the meeting at 6:25 pm.

Dennis Weed gave his report. There is a second offer on the old Akin's Harvest Foods building that sounds promising. The Visitor's Center has noticed a decrease in visitors due to road construction south of Bonners Ferry. There have been an additional six volunteers, which makes it easier to keep the Visitor's Center staffed. Dennis' office is now upstairs in City Hall. There is a public meeting from 4pm – 7pm at the Kootenai Wildlife Refuge for the Riverside Project. The Urban Renewal Agency board meeting be tomorrow night at 6pm.

Lisa said the Transportation Advisory Committee met July 26, 2018. They are waiting for the summary results of those meetings from JUB Engineering.

Ron Smith met with Dennis and Tom Turpin regarding the Gold Route for the Spot bus. They are interested in extending the route from October to March. Ron said the route runs three or four round trips on Saturdays. Adam asked if it operates year round. Ron said it operates three – six months, in the winter. Ron said currently Spot operates an eight passenger bus, in January it will operate an eighteen passenger bus. Valerie asked if there is a minimum age requirement. Mayor Sims said he believes there is one, but is not sure what the age is.

Jim Thompson said he came to request funds to water the old part of Grandview Cemetery. He is asking everyone for donations. He has adopted two sections and is paying for everything out of his pocket. Jim's goal is to build a new line from the pump house to the cemetery. One estimate he received is \$63,000. He is going to ask the railroad for funds. He is looking at other options to accomplish this goal.

Jim Thompson left at 6:38 pm.

Valerie moved to approve the consent agenda. Adam seconded the motion. The motion passed with all in favor. Ron – yes, Rick – Yes, Valerie – yes, Adam – yes.

Chris Jasper gave a brief presentation about building an inline fiber from Mt. Hall to Naples. Their goal is to connect Boundary County to Spokane. Mayor Sims asked about the line crossing the river. Chris said they have been talking about attaching to the sewer bridge. Mike is recommending to table this until the next meeting, to give staff time to consider and edit the contract. Mike is still working on tree trimming, violations and engineering sections of the contract. Mayor Sims asked if there is an attachment at the minimum level what will they do. Chris said they try to work it out, there are several options available. Make-ready work is paid by Fat Beam to the party that is affected. Mike is hopeful that this will be the format for future agreements.

Adam moved to approve publication of the proposed budget for fiscal year 2019. Valerie seconded the motion. The motion passed with all in favor.

Mayor Sims said he discussed the Carry the Fallen event with the organizer and the event does not require a Special Event Permit, since the Sheriff's department will be escorting the people from the Log Inn to the fairground.

Mayor Sims is interested in sending a comment letter to Idaho Transportation Department (ITD) regarding Phase 2 of the Highway 95 project. Mayor Sims said the streets in Phase 2 were not required to meet at a 90 degree angle like they were in Phase 1. They are not planning to change to sidewalks that were poured, in 2003. There are ADA changes that will need to be made. Ron asked about the traffic light. Mayor Sims said if that is something the City wants, then we need to send a separate letter to ITD. ITD is confident that a new light will increase the traffic flow during school hours. Mike said the increase in growth in Paradise Valley warrants the light.

Rick moved to send a letter to ITD requesting that the light remain at Alderson Lane with current technology. Ron seconded the motion. The motion passed with all in favor.

Brian Zimmerman said POST is now requiring dispatchers to be certified and the County is giving the dispatchers raises based on certifications. Sheriff Kramer said the three percent increase is going to the dispatchers' raises. Rick said that he would like all of the dispatch users to pay for the services. Rick moved to authorize the Mayor to sign the dispatch agreement for fiscal year 2019 with Boundary County. Val seconded the motion. The motion passed with all in favor. Ron – yes, Rick – yes, Valerie – yes, Adam – yes.

Ron asked if the officers have 24/7 access to Second Chance. Brian said there is. Adam moved to authorize the Mayor to sign the contract for fiscal year 2019 with Second Chance Animal Adoption. Valerie seconded the motion. The motion passed with all in favor. Ron – yes, Rick – yes, Valerie – yes, Adam – yes.

Andrakay said this Memorandum of Understanding (MOU) with the Boundary County School District is the same as last year for the School Resource Officer (SRO) position. It explains the duties and direction of the SRO. Brian Zimmerman is very pleased with the current SRO. Valerie moved to authorize the Mayor to sign the Memorandum of Understanding with Boundary County School District for the school resource officer. Rick seconded the motion. The motion passed with all in favor. Ron – yes, Rick – yes, Valerie – yes, Adam – yes.

Lisa said Exhibit B was removed from the Timber Sale contract, since it is with the Forest Service not the logger. The Timber Sale contract is with Idaho Forest Group. These funds will be used to help us meet the costs for the pool reconstruction. Valerie moved to authorize to authorize the Mayor to sign the Timber Sale contract with Idaho Forest Group. Rick seconded the motion. The motion passed with all in favor. Ron – yes, Rick – yes, Valerie – yes, Adam – yes.

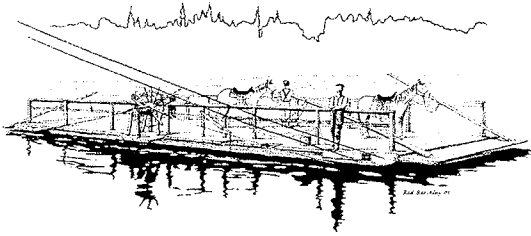
Lisa explained the draft copy of the Arts Commission ordinance. The Arts Commission will make recommendations to Council for final approval, similar to the Golf Committee and Planning and Zoning Committee. Mayor Sims recommended changing the wording in 2-4-

5A. Lisa will make the recommended corrections and provide a new draft in ordinance form for the next Council meeting.

Lisa presented the new draft PTO policy. Rick asked about the human resource officer. Lisa said it is a shared duty. Mayor Sims asked if Council is comfortable with the pay-out for sick leave, when an employee leaves. Valerie moved to adopt the new PTO policy as set forth in the memo effective October 1, 2018. 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. Ron seconded the motion. The motion passed with all in favor. Ron – yes, Rick – yes, Valerie – yes, Adam – yes.

Mayor Sims recommended tabling the school's request for cardio equipment. He would like the school to get more quotes on the equipment. Adam is concerned with purchasing the equipment. Rick recommends that Mr. DePreist contact Mike Davis. Lisa will speak with Mr. DePreist about Council's concerns. Council thanked Jessica Tingley for her research on this request.

There being no further business, the meeting adjourned at 7:43pm.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: August 17, 2018
To: City Council
From: Mike Klaus, City Engineer
Subject: **Joint Pole Use Agreement with Fatbeam**

Attached with this memo is the proposed General Agreement for Joint Use of Poles Between Fatbeam L.L.C. and the City of Bonners Ferry. At the August 7, 2018 Council meeting, I presented a draft of this agreement for your review. Since that time, a couple of items have been modified. The modified agreement shows the items added and deleted from the draft the I presented to Council on the 7th. You will see those edits on pages 8, 11, and 22. On page 22, the fees for review are included.

I am in favor of those edits and recommend that the Council approve the agreement and approve the Mayor to sign the agreement as edited. If approved, I will get the agreement in final form for the Mayor's signature.

Please let me know if you have any questions.

Thank you,

Mike

GENERAL AGREEMENT
FOR JOINT USE OF POLES BETWEEN
FATBEAM L.L.C.
AND
THE CITY OF BONNERS
FERRY, ID

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GENERAL AGREEMENT FOR JOINT USE OF POLES

PREAMBLE

This Agreement, effective _____, is made by and between CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho, (hereinafter called "Licensor") and Fatbeam L.L.C. (hereinafter called Licensee") doing business in the State of Idaho.

WITNESSETH:

WHEREAS, City of Bonners Ferry and Fatbeam desire to provide for the joint use of poles when and where such joint use will be of mutual advantage in meeting their service requirements;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

(A) This Agreement shall be in effect in the common operating areas covered by the parties hereto as the same may now, or from time to time, exist during the life of this Agreement and shall cover poles now existing or hereafter erected or acquired in the above territory when said poles are brought hereunder in accordance with the procedure hereinafter provided.

(B) Pole Owner reserves the right to exclude from joint use:

1. Poles which in Owner's judgment are necessary for its own sole use;

and/or

2. Poles which carry, or are intended by Owner to carry, circuits of such a character that in Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable.

(C) The parties agree that at the commencement of this agreement Licensee has no (0) attachments on Licensor poles.

(D) The parties agree that at the commencement of this agreement Licensor has no (0) attachments on Licensee poles.

ARTICLE II

DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

1. JOINT POLE means a utility pole jointly used by Licensor and Licensee.
2. COST as applied to new poles shall mean the cost in place.
3. REMAINING LIFE VALUE as applied to existing poles shall mean the original installed cost less depreciation at the time cost becomes a consideration as in purchase, sales, net loss computations, etc.
4. COMMUNICATIONS FACILITIES, when used to describe facilities attached to a Joint Pole, means facilities used to transmit telephone, cable television, internet or other signals as defined by the National Electric Safety Code. Wireless antenna pole attachments are not allowed under this agreement.
5. NORMAL SPACE ALLOCATION on a Joint Pole is the following described basic space for the exclusive use of each party, respectively, with the associated mutual vertical clearance space for maintenance of separations, in accordance with specifications referred to in Article III. These specifications also provide that certain attachments of one party may be located in and extend vertically through the space reserved for the other party. Space allocations specified below are for rental calculations. Actual construction space allocation may vary. Any space allocation other than this would be by written agreement only on a case-by-case basis.
 - a. For Licensor on primary voltage poles, 10 (ten) feet of space measured from the top of the pole, which will include the 40" safety space. For Licensor on secondary voltage poles, 1'6" (one foot six inches) not including the 40" safety space.
 - b. For Licensee on Licensor owned poles, 3'6" (three foot six inches) above the twenty foot level which will obtain basic ground clearance as required by specifications referred to in Article III and will permit practical grading of longitudinal and lateral plant, or to the bottom five (5) feet of the pole.

- c. Mutual vertical clearance space on the pole between each company's attachments must never be less than that which will obtain minimum separations as required by the specifications referred to in Article III.
6. MAKE-READY WORK is the process of ensuring the utility poles, upon which the fiber-optic cable and other communication equipment will be installed, are in suitable condition to receive the cable and equipment.

ARTICLE III

CONSTRUCTION PRACTICES AND SPECIFICATIONS

- A. General: Each party shall furnish all personnel, supervision, labor, transportation, tools, equipment, materials and other items for performance of its work under this Agreement. Each party shall perform its work in accordance with industry standards, efficient, safe, orderly and workmanlike manner. Each party shall ensure that all personnel who perform its work shall be fully experienced and properly qualified to perform the same. Any work performed within City rights-of-way requires a City Encroachment/Excavation permit prior to executing any work.
- B. Protection of Property and Persons: Each party shall take appropriate precautions to prevent bodily injury (including death) to persons and damage to any property or environment arising in connection with such party's performance of work or any attachment of such party's equipment to a pole. Such precautions may include, but are not necessarily limited to, the erection and maintenance of barricades, signs, flags, flashers and other safeguards. Any party performing work shall, prior to such performance, inspect the site of such work and all materials, tools, equipment, poles and other items related to such work to discover any conditions involving a risk of bodily injury to persons or a risk of damage to any property or environment and shall be solely responsible for the discovery of and protection against such conditions.
- C. Electric Circuits: Prior to performing any work, Licensee shall satisfy itself as to the nature of the electric circuits attached to the poles to which such work relates. Licensee shall ensure that such circuits continue in normal operation at all times during performance of work by Licensee. Licensee shall take all precautions which are necessary to prevent bodily injury (including death) and property damage resulting from such circuits in the course of performing its work. In the performance of its work, Licensee shall utilize employees and contractors who are experienced and knowledgeable in working with and in close proximity to energized electrical conductors. Licensee shall be solely responsible for, and Licensor assumes no responsibility under this Agreement for, the training and supervision of employees and contractors of Licensee in safe work practices in proximity to energized electrical conductors.
- D. Worker Safety: Each party shall at all times take all reasonable precautions for the safety of persons working on the construction, operation, and maintenance of its respective poles and equipment, and shall comply with all applicable provisions of Federal, State, and local safety laws. Construction safety shall be the exclusive responsibility of the party conducting the work, and each party shall develop, maintain and enforce a safety program appropriate to the nature of the work performed by that party. All work performed within City rights-of-way requires a traffic control plan to be submitted, in accordance to MUTCD, to the City for review and approval prior to executing any work.

- E. The specifications of each party for the construction, operation and maintenance of its respective poles and other facilities that are jointly used or involved in joint use shall be no less stringent than the requirements of the National Electric Safety Code or the latest supplement or revision thereof and the distribution construction standards of each party or the latest supplement or revision thereof; provided that in the event a lawful requirement of any governmental authority or agency having jurisdiction may be more stringent, the latter will govern. Modification of, additions to, or construction practices supplementing wholly or in part the requirements of the National Electric Safety Code and the distribution construction standards of each party may, when accepted by both parties hereto, likewise govern joint use of poles.
- F. Unless otherwise agreed in writing, attachments shall be made in conformance with the RUS distribution construction standards and in conformance with the National Electric Safety Code.
- G. Licensee (including its employees and contractors) shall not enter the electric utility space for any purpose including making connections to Licensor neutral. If Licensee requires grounding on an existing Licensor pole where grounding conductor does not exist, Licensee shall request that Licensor install grounding at the sole expense of Fatbeam, not to exceed Licensor's actual costs.
- H. On Licensor's owned primary-voltage poles, attachment height of Licensee must be no less than ten (10) feet from the top of the pole to allow installation of future transformers and electrical underbuilds. Attachments above this level will only be allowed by special exemption. On service-voltage only poles (600 volts or less), attachment height of Licensee must be no less than 40 inches under the effectively grounded circuits, except as allowed for luminaires and traffic signals as specified in NESC Section 238, or as excepted by Rule 235C2b(1)(a) for mid-span clearances or to the bottom five (5) feet of the pole.
- I. All Communications Facilities shall be attached on the same side of the Joint Pole as any existing Communications Facilities, unless another arrangement is specifically allowed or requested by Licensor.
- J. Unless the attachment is to the bottom five (5) feet of the pole, whenever possible, Licensee shall support its facilities using crossarms; however, Licensee shall not use any crossarm or alley arm brace above the arm which it supports.
- K. No bolt installed to attach Communications Facilities shall extend or project more than one (1) inch beyond its nut.
- L. All Communications Facilities shall have at least forty (40) inches vertical clearance or the requirements of the most recent edition of the National Electric Safety Code, whichever is greater, under the effectively grounded parts of electric supply equipment or the current-carrying parts of such equipment, except when said grounded or current-carrying parts are serving luminaires or traffic signals, as specified in NESC Section 238, or as excepted by Rule 235C2b(1)(a) for mid-span clearances.
- M. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to Joint Poles by the use of through bolts. Such bolts placed in the buck position shall have at least three (3) inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling Joint Poles with such attachments. All guys and

anchors shall be installed prior to the installation of any messenger wire or cables.

- N. In the event that any of Licensee's proposed facilities are to be installed upon poles already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth in this Agreement, Licensee shall negotiate with such other parties as to clearances between its facilities and the facilities of such other parties. Licensee shall provide written notice to Licensor of agreements reached with such other parties prior to use of such a Joint Pole.
- O. Licensee shall maintain a five (5) foot clear zone around the base of Licensor's poles. No telephone pedestals or other equipment shall be located in the clear zone.
- P. Licensee shall be a member in good standing and participate of the "One Call System" for underground facilities located in all of Licensor's service areas in which Licensee has underground facilities.

ARTICLE IV

RENTALS

- A. By December 31 of each calendar year Licensee shall update its Pole Data Sheet to include all existing pole attachment additions during that year, which were authorized and to remove pole attachments for which it received written notice of removal as provided herein.
- B. Licensee shall update and submit to Licensor Pole Data Sheets no later than December 31 of each year.
- C. The parties hereby agree the attachment rate per pole commencing January 1, 2019 shall be \$12.00 per pole, per year. This rate has been arrived at by mutual agreement and incorporates no particular methodology.
- D. Licensor shall submit an invoice to Licensee for the rental amount owing as calculated using the rates as determined in Article IV, Section C and pole tabulations as set forth in the Pole Data Sheet, and such invoice shall specify the rental period covered. Rental Fees are due and payable net 30 days after billing and considered past due 60 days after billing. Past due Rental Fees are subject to finance charges pursuant to Licensor's policies governing past due utility bills.

ARTICLE V

ESTABLISHING JOINT USE OF POLES

- A. Whenever Licensee desires to place its equipment on any pole owned by Licensor, either as an initial attachment or in addition to attachments already made, Licensee shall make written application and pay associated application fees as adopted by City Council.
- B. After receiving initial application, the Licensor and Licensee will schedule a pre-design meeting to discuss proposed routes, attachments, existing pole conditions, and other design considerations.
- C. After pre-design meeting, licensor will provide licensee with letter summarizing the approved route and preliminary conditions for attachment.

- D. The licensee shall provide a design package that includes the pole location, pole number, any modifications requested to permit such attachments, and overall plan view, to scale, of the entire route. Design to be completed and submitted and stamped by a registered design professional engineer, experienced and competent to complete design of such work. Design work to also include, but not be limited to;
- a. An analysis showing the adequacy of the Licensor's structure and support system, once loaded with Licensee's attachments.
 - b. Describe and call out hardware, guying, anchors, and all other components and features to be used during construction.
 - c. An analysis of clearances, re-configuration of poles to accommodate attachments, and space requirements.
 - d. A statement that the design meets requirements of the National Electric Safety Code (NESC).
 - e. If the Licensor determines that any proposed route or particular pole for attachment requires design by a registered professional engineer in order to serve as a joint use route or pole, the Licensor may require the Licensee to provide that design for review and approval before attachments will be allowed.
- E. Licensor will review design plans and will approve, approve with conditions, or disapprove the plans within sixty (60) days of the date of design submittal by Licensee.
- F. No attachments shall be made without prior approval of Licensor. In emergency situations, Licensee may contact Licensor and request verbal permission to attach, with written application to follow.
- G. Upon receipt of notice from Licensor that the application is approved, Licensee shall have the right hereunder to use said space for attachments and circuits of the character specified in the application and in accordance with the terms of this agreement.
- H. If any make-ready work is required before Licensee can begin attachment installation, Licensee will apply to the City of Bonners Ferry Electric Department for all make-ready work required. Licensor will provide licensee with a construction estimate base on the submitted application(s) for construction.
- I. Licensee pays construction estimate prior to Licensor beginning work.
- J. Once Licensor completes make-ready work, Licensor will calculate actual costs of completing the work. If the construction cost exceeds the estimate, the Licensee will be billed for the difference. Likewise, if the construction cost is less than the estimate, the Licensee will be reimbursed for the difference.
- K. If, in the sole judgment of Licensor, the accommodation of any of Licensee's equipment necessitates the rearrangement or addition of any facilities on an existing pole, or the replacement of any existing pole, Licensor shall determine the changes necessary to accommodate the equipment and provide the estimated cost to the Licensee.
- L. If, in the sole judgment of Licensor, Licensee's existing equipment on any pole interferes with or prevents the placing of any additional facilities required by Licensor, Licensor will notify Licensee of the rearrangements of Licensee's equipment, or pole replacement and equipment transfer required in order to continue the accommodation of Licensee's equipment. Licensee will be responsible to rearrange or transfer its facilities at its own costs.

If Licensee's facilities can be rearranged on the existing pole to accommodate the placing of additional Licensor facilities, and Licensee desires to continue to maintain its equipment on the pole and so notifies Licensor, both parties will cooperate in making such rearrangement or transfer and each party will be responsible for its own costs.

If Licensee's facilities cannot be rearranged on the existing pole to accommodate the placing of additional Licensor facilities, and Licensee desires to continue to maintain its equipment on the pole and so notifies Licensor, Licensor will change out the pole to a pole of sufficient height to accommodate both parties at the cost of the Licensee.

If Licensee does not so notify Licensor within 30 days after receipt of Licensor's notice, Licensee shall remove its equipment from such pole within a mutually agreed upon time, not to exceed sixty (60) days after receipt of Licensor's notice. If Licensee has not removed its equipment within the mutually agreed upon time or within sixty (60) days, whichever is less, Licensor may remove, at Licensee's sole risk and expense, Licensee's equipment from the pole and Licensee will reimburse Licensor for the entire cost thereby actually incurred by Licensor; except that, if a third party attacher has facilities on such pole, Licensee's time to remove its equipment shall be tolled until Licensor has notified Licensee that the third party has removed its facilities.

- M. If Licensor needs to replace any joint use pole for its own purpose, Licensee will need to complete re-attachment of its equipment at Licensee's cost.
- N. On Joint Poles each party shall place, maintain, transfer, rearrange and remove its own attachments, place guys to sustain any unbalanced loads caused by its attachments, and perform any tree trimming or cutting incidental thereto. Each party shall perform such work promptly and, in such manner, as not to interfere with the service of the other party.
- O. Once an attachment has been authorized, billing for that attachment will commence 30 days from the date of authorization and will continue until a notification of termination has been received and verified by Licensor. If Licensee decides to not make an attachment after it has been authorized, Licensee shall notify Licensor to that effect. It shall not be the obligation of Licensor to verify that an attachment has been made once it has been authorized.
- P. Licensor may permit bonding of Licensee's facilities to their multi-grounded neutral (MGN) at those locations where it is beneficial and/or required, and specifically allowed by Licensor.
- Q. Once an attachment is authorized, Licensee may attach an identification tag to the pole to facilitate tracking, as long as the ID tag does not interfere with Licensor's use of the pole. ID tag design, size, content, and placement to be approved by Licensor prior to attachment.
- R. Billing for pole attachments shall continue until such time as the Licensee notifies the Licensor in writing that the pole attachment has been removed.
- S. If Licensor removes its equipment from a pole and intends to abandon pole completely, Licensee will be required to enter into a separate agreement to continue using pole, as abandoned poles will not be maintained by Licensor.

ARTICLE VI

UNAUTHORIZED ATTACHMENTS

- A. If Licensee attaches equipment to a pole without obtaining prior authorization from Licensor in accordance with this Agreement, Licensor may remove unauthorized attachments immediately, if the electrical system integrity or safety is jeopardized by the attachment or, may assess Licensee an 'Unauthorized Attachment Charge', in the amount of 5 times the annual rent, plus 5 years back rent. Said 'Unauthorized Attachment Charge' shall be payable to Licensor within thirty (30) days after receipt of the invoice for that charge. Past due Unauthorized Attachment Fees are subject to finance charges at the rate of 10% per annum. This charge is considered a liquidated damage and not a penalty since actual damages may be difficult to ascertain.
- B. If, in the judgment of Licensor, such attachment must be removed, but does not create an immediate safety or electrical system problem, Licensee shall remove said attachment within sixty (60) working days of written notification to do so, unless otherwise mutually agreed upon.
- C. No act or failure to act by Licensor with regard to the Unauthorized Attachment shall be deemed as a ratification of or permission for the Unauthorized Attachment. If any such permission should be subsequently issued, such permission shall not operate retroactively or constitute a waiver by Licensor of any of its rights and privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception in regard to the Unauthorized Attachment.

ARTICLE VII

INSERTING POLES IN EXISTING LINES

(A) In the event Licensor needs to insert a pole in a line where Licensee has attachments on either side of the new pole, Licensor shall notify Licensee of such intent in writing.

(B) Within thirty (30) days after the receipt of such notice, Licensee shall reply in writing, stating whether it does, or does not, desire space on said pole. If Licensee does desire such space, it shall make written application as outlined in Article V.

ARTICLE VIII

ANCHORS

- A. Anchors for new construction will not be intended for joint use unless approved by Licensor in writing. When both parties agree that joint use of anchors meets all size, strength and operational parameters, and written permission from Licensor has been granted, Licensor will place the anchors at time new poles are set; however, additional anchoring costs resulting from accommodating the needs of Licensee shall be paid by Licensee. Each party shall place its own attachments on the new poles and place guys to sustain any unbalanced loads caused by its attachments.
- B. When, in the opinion of both parties, existing anchors are adequate in size and strength to support equipment of both parties, meet Licensor's operational requirements, and Licensor has granted Licensee written permission for joint use, Licensee may attach its guys there, and pay to Licensor one-half (½) the current installed cost of a like anchor. When the anchors do not meet these parameters, the party requiring additional anchors shall, at its own expense, install their own anchors.

ARTICLE IX

RIGHTS-OF-WAY FOR LICENSEE'S ATTACHMENTS

- A. Licensors do not warrant or assure to Licensee, any right-of-way privileges or easements on, over, or across streets, alleys, and public thoroughfares, and private or publicly owned property, and if Licensee shall at any time be prevented from placing or maintaining its attachments on Licensors' poles because of lack of such rights, no liability on account thereof shall attach to Licensors. Each party shall be responsible for obtaining its own easements and rights-of-way.
- B. All licenses granted hereunder shall be conditioned upon continued compliance with all right-of-way and easement requirements. If at any time objection is made thereto and Licensee is unable to satisfactorily adjust the matter within a reasonable time, Licensors may, upon written notice to Licensee, require Licensee to remove its attachments from the effected poles, and Licensee shall, within ninety (90) days after receipt of said notice, remove its attachments from such poles at its sole expense.

ARTICLE X

MAINTENANCE OF POLES AND ATTACHMENTS

- A. Licensors shall maintain its Joint Poles in a safe and serviceable condition and in accordance with the specifications referred to in Article III, and shall replace, reinforce or repair such of said poles as necessary for continued compliance with those specifications.
- B. ~~Each party shall maintain all of its attachments, and perform any necessary tree trimming or cutting incidental thereto on Joint Poles in accordance with the specifications referred to in Article III. Nothing in the foregoing shall preclude the parties hereto from making any mutually agreeable arrangement for jointly contracting for or otherwise providing for maintenance trimming.~~
Any clearing or re-clearing of existing right of way and any tree trimming necessary for the establishment of new joint use or ongoing maintenance of existing joint use shall be performed by the Licensors or a mutually acceptable contractor. Each party shall bear fifty percent (%50) of the cost of any such right of way clearing and trimming. If more than one communication provider is attached to the pole, the cost will be equally shared by all parties.

ARTICLE XI

DIVISION OF COSTS

- (A) The cost in place of new Joint Poles under this Agreement shall be borne by the parties as follows:
 - 1. For new pole lines:
 - a) The Cost in place of a Joint Pole taller or stronger than the Normal Joint Pole, the extra height or strength of which is due wholly to Licensors' requirements (including

requirements as to keeping Licensor's wires clear of trees) shall be borne by Licensor, however, the costs required to reattach Licensee's cable and equipment at will be borne by the Licensee.

- b) A Joint Pole installed which is due wholly to Licensee's requirements shall be paid for by Licensee based on process described in Article V for make-ready work.
- c) If a joint use pole needs to be replaced for the benefit of both the Licensor and the Licensee, the cost split between the two parties will be negotiated on a case-by-case basis.

2. For existing pole lines:

- a) Should Licensee, solely for its own benefit, need an Intersect Pole placed in Licensor's lead, cost and ownership of Intersect Pole shall be as follows:

(1) Licensee will make application to the Licensor, as it would for make-ready work as outlined in Article V. Licensor may reject request.

(2) If Licensor rejects the request, then Licensee can place their own Intersect Pole between Licensor's poles under Licensor's lead, provided that all applicable provisions of Federal, State, and local safety laws are maintained, and specific permission is granted to Licensee by Licensor. Licensee will be required to procure a Right of Way Encroachment and Excavation Permit from the City of Bonners Ferry Prior to completing work. Licensee shall pay all costs and assume ownership of the new pole, and send notice to the other party to attach, if applicable.

ARTICLE XII

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

Whenever either party desires to change the character of its circuits on Joint Poles to the extent that such change affects the facilities of the other party, the party contemplating the change shall give sixty (60) days written notice of such contemplated change. The parties shall then cooperate in determining the conditions under which joint use may be continued on a mutually satisfactory basis.

ARTICLE XIII

TERMINATION OF JOINT USE

(A) If Licensor desires at any time to abandon any Joint Pole, it shall give written notice thereof to Licensee. Once Licensor has removed all of its attachments thereon, Licensee shall remove its attachment within thirty (30) days or assume ownership of the original pole for all purposes and shall indemnify and hold harmless the former owner of such pole from all obligations, liabilities, damages,

costs, expenses, or charges incurred in connection with such pole thereafter. If facilities of another party licensed by Licensor interfere with Licensee's good faith effort to affect such removal work, Licensor shall postpone the requirement to remove Licensee's attachments until the other party's facilities have been removed. Licensee shall then have thirty days to remove its facilities once Licensor has sent notification.

(B) Licensee may at any time abandon the use of a Joint Pole by giving due notice thereof in writing to Licensor and by removing any and all attachments it may have thereon. Such notice shall constitute a termination of Licensee's existing permit for use of such pole. Reuse of any abandoned pole by Licensee will require reauthorization by Licensor in accordance with Article V, as if it were a new attachment.

ARTICLE XIII

HAZARDOUS/TOXIC WASTE

The parties acknowledge that during the period covered by this Agreement, an agency of the federal, state or local government may classify chemicals used as preservative or other treatment of the poles subject to this agreement as hazardous or toxic waste requiring special disposal procedures. The party which is the owner of a given pole at time of disposal shall bear the full cost of any special disposal procedures.

ARTICLE XV

DEFAULTS

(A) If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default hereunder as far as concerns the further granting of joint use. If such default shall continue for a period of sixty (60) days after such suspension, the party not in default may terminate this Agreement. Such suspension or termination shall in no way relieve the defaulting party of its obligation, regarding payment and other matters, which were incurred during the period this contract was in force.

(B) If either party shall make default in the performance of any work which it is obligated to do under this Agreement at its sole expense, and such default continues thirty (30) days after notice thereof in writing by the other party, the other party may elect to do such work, and the party in default shall reimburse the other party for the actual cost thereof. Failure on the part of the defaulting party to make such payment within sixty (60) days after presentation of bills for said work, shall, at the election of the other party, constitute a default under Section (A) of this Article.

(C) The right of termination of further use shall be in addition to, and not in lieu of, any other rights and remedies otherwise available to the non-defaulting party

ARTICLE XVI

LIABILITY AND DAMAGES

Each party shall indemnify, protect, save harmless and insure the other from and against any and all claims and demands for damages to property, and for injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, maintenance, presence, use, rearrangement or removal of the attachments to the poles or by the proximity of the cables, wires, apparatus and appliances to those of the other party or by any act of either party, its agents and employees on or in the vicinity of the poles; provided, however, either party shall not be liable for any injury, death, loss, damage, or destruction caused by the gross negligence or willful misconduct of the other party or its employees, agents, contractors or others acting on the other party's behalf.

ARTICLE XVII

INSURANCE

(A) Worker's Compensation: Licensee shall at all times during the term of this Agreement ensure that, with respect to any person performing work on its behalf, Licensee and its contractors and subcontractors maintain in effect coverage of insurance in accordance with the applicable laws relating to worker's compensation insurance. Licensee shall carry insurance in such form and by a carrier approved by the state industrial commission (and/or choose an acceptable rated company, such as a Best AA company), as to protect the parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result from or by reason of such loss, injury or damage.

(B) Property Damage and Liability Insurance Policy Provisions: Licensee shall, during the period of this Agreement, maintain public liability and property damage insurance with coverage limits of not less than \$5,000,000 combined single limit. Licensee shall furnish a certificate of insurance to Licensor showing coverage through an insurance carrier licensed in the state or states where Licensee has attachments on joint use poles, on which certificate of insurance shows that Licensor is an additional insured by the terms of said policy of insurance. Said certificate of insurance will provide 30 days notice of cancellation or material change in coverage.

(C) Licensee shall obtain and maintain business automobile insurance with a limit of no less than \$2,000,000 combined single limits of bodily injury and property damage, including owned, non-owned and hired car liability applicable to any licensed vehicle used in connection with Licensee's work on or use of Licensor's Structures. Licensor shall be named as an additional insured under such policy.

ARTICLE XVIII

ATTACHMENTS OF OTHER PARTIES

(A) Only Licensor may allow third parties to attach to and maintain facilities on the poles it owns. Licensor shall be responsible for the administration of all attachments supported by such pole and

shall collect all rental payments for the use of such pole space. Licensor may allow third parties to attach to and maintain facilities within the space allocated to Licensee (including cross-arms) only with the written consent of Licensee. Licensee shall not prohibit third party attachments for reasons other than space, strength or clearance requirements. The third party shall reimburse Licensee one-half (½) of the original cost of the cross-arm.

(B) Rearrangements of the facilities owned by either party to this Agreement to accommodate the attachments of a third party shall be accomplished at the expense of the third party requesting an attachment.

ARTICLE XIX

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement neither party hereto shall assign or otherwise transfer this Agreement or any of its rights or interest hereunder, or in any of the Joint Poles, or the attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges, and franchises, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage, or in case of such merger or consolidation, its rights and obligation hereunder shall pass to, and be acquired and assumed by the purchaser, foreclosure, or a company resulting from a merger or consolidation, as the case may be.

ARTICLE XX

PAYMENT OF TAXES

Each party shall pay promptly all taxes and assessments lawfully levied on its own property attached to Joint Poles, and the taxes and the assessments which are levied on Joint Poles shall be paid by Licensor, except that any tax, fee, or charge levied on Licensor's poles solely because of their use by Licensee shall be paid by Licensee; provided, however, that this does not include taxes, fees or charges related to revenue received for attachment rental.

ARTICLE XXI

WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XXII

BILLS AND PAYMENT FOR WORK

Upon completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within sixty (60) days after the completion of such work an itemized statement of the costs and such other party shall within sixty (60) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

ARTICLE XXIII

ATTORNEY'S FEE

In the event either party is required to bring suit for the collection of amounts due or the enforcement of any right hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, including attorney's fees at trial and on appeal.

ARTICLE XXIV

SERVICE OF NOTICES

(A) Whenever in this Agreement notice is provided to be given by either party to the other, such notice shall be in writing and given by personal delivery or by United States Mail, postage prepaid, addressed as follows:

To Licensor: City of Bonners Ferry
Attention: City Engineer
Address: 7232 Main St.
Bonners Ferry, ID 83805

To Licensee: Fatbeam L.L.C.
Attention: Chris Jasper
2065 W. Riverstone Drive, Suite 105
Coeur d' Alene, ID 83814

Should a future electronic notification system be established which meets the requirements of both parties, this method of notification may be instituted for delivery of notices.

ARTICLE XXV

TERM OF AGREEMENT

(A) Subject to the provisions of Article XV, Defaults, this Agreement shall remain in full force and effect for one (1) year or until earlier terminated per the terms hereunder. This Agreement shall automatically renew for one (1) year terms unless either party gives written notice to the other party of its intent to terminate not less than thirty (30) days prior to the end of the term then expiring. Provided further that notwithstanding such termination, this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination. If the Licensee fails to complete construction on the poles of the Licensor within one hundred eighty (180) days of the execution of this agreement, then this agreement will be null and void, and no further force and effect. Upon termination of this Agreement, Licensee shall remove all of its attachments from the poles of the Licensor within one hundred eighty (180) days after the effective date of such termination. Should Licensee fail to comply, the Licensor may elect to do such work and the Licensee shall pay the Licensor the cost.

ARTICLE XXVI

EXISTING AGREEMENTS

(A) This Agreement supersedes all prior Agreements between the parties or their predecessors and any amendments and supplements thereto for the joint use of poles within the territory covered by this Agreement. All existing contacts made by or reserved on behalf of either party which are now covered by approved permits or by applications in progress for permits, shall continue in effect under the terms and conditions of this Agreement. Nothing herein contained shall relieve either party from obligations and liabilities that arose or were incurred under such agreements made prior to the date hereof.

(B) Nothing in the foregoing shall preclude the parties to the Agreement from preparing such supplemental operating routines or working practices as they may mutually agree in writing to be necessary or desirable to effectively administer the provisions of this Agreement.

(C) This Agreement shall be governed under the laws of the State of Idaho.

ARTICLE XXVII

DISPUTE RESOLUTION

If any dispute or claim arises out of the interpretation, performance, or breach of this Agreement, the parties agree that either of the parties may request a meeting for the purpose of resolution of any such dispute. This meeting shall be held as soon as possible to attempt in good faith to resolve the dispute. Representatives of both parties having the authority to resolve the dispute will attend this meeting.

ARTICLE XXVIII

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective representatives thereunto duly authorized, as of the day and year above written.

City of Bonners Ferry

(Seal)

By: _____
Print Name: David Sims
Title: Mayor
Date: _____

Attest

Fatbeam, LLC

(Seal)

By: _____
Print Name: Chris Jasper
Title: Director of Fiber Networks
Date: _____

Attest

EXHIBIT A

NOTICE OF INTENT TO MODIFY CITY OF BONNERS FERRY POLE LINE

Date: _____

Work Order #: _____

TO:

Fatbeam, L.L.C.
Attention:
206 W. Riverstone Drive, Suite 105
Coeur d'Alene, ID 83814

FROM:

City of Bonners Ferry
Joint Facilities
7232 Main St.
Bonner Ferry, ID

City of Bonners Ferry intends to modify an existing overhead power line by means of:

- Replacing pole(s) that currently have joint use contacts
- Retiring or abandoning pole(s) that currently have joint use contacts
- Inserting pole(s) in existing power line that have joint use contacts on adjacent structures
- Relocating pole(s) that currently have joint use contacts

Street Address (if known):

Sec-TWP-Range: _____

County: _____

State: _____

Latitude: _____

Longitude: _____

**City of Bonners Ferry Pole numbers
as listed below: (or as indicated on
attached drawing)**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Representative for City of Bonners Ferry

Notes:

- Once City of Bonners Ferry has removed all of its facilities from a pole, ownership of the pole shall be transferred to Fatbeam and Fatbeam shall be responsible for maintenance and removal of the old pole.
- Prior to attaching to an insert pole, Fatbeam must submit an application for attachment in accordance with Article V of Agreement.

If this notification applies to relocated poles, what is Fatbeam's intent? Please respond within 10 days.

Date

Representative for Fatbeam, L.L.C.

EXHIBIT B

Joint Use Design Check List

Cover Page:

- Vicinity map
- Job title, Company name and engineering company name
- Written scope of work
- Date of submittal plus dates of all revisions
- Field engineers name and contact information
- Draftsman/engineer name and contact information
- City of Bonners Ferry pole attachment tally
 - Distribution poles
 - New risers to be placed on City of Bonner Ferry poles
- Key detail showing symbols and descriptions
- General notes

Print Details:

- Note pole number, size and class, year. If stamp cannot be read measure Ground Line circumference (GLC) and note on print
 - Show span lengths.
 - Height of lowest power facility: Neutral or bottom of 3 rack or radio or antenna (radio requires 40in separation)
Could be Top of power riser in this case also provide bottom of 3 rack
Also height of power drip loop at its lowest point.
Also note side of neutral attachment. RS or FS (road side or field side)
 - Height of bottom of Street Light mast arm (this is in addition to neutral or 3 rack) include street light drip loop.
 - Height of all existing communications attachments
Verify that proper 40 inch separation exists to power and each are 1ft below the other.
 - Note side of attachment for all attachments. RS for road side, FS for field side.
-

EXHIBIT B
ROUTE APPLICATION

--

This Route Application ("RA") is made to the Joint Use Master License Agreement between City of Bonners Ferry and Fatbeam LLC (Licensee), dated . Terms used in the RA have the same meaning as such terms in the agreement unless otherwise indicated.

INSTRUCTIONS: Complete all details below and provide the RA, a one-sheet vicinity map of the route and pole-by-pole design details to City of Bonners Ferry Joint Use. Priority to construct will be established by the date the completed application is received and approved. Rent will start on the date of the completed approved application. Identify each cable and messenger by diameter and weight. Provide overall bundle sizes for overlashed facilities.

Application for Use
 Termination of Use
 Other _____

ROUTE	Starting Address	
	Route Description	
	Ending Address	

CABLE (see instructions)	Application: check all that apply	<input type="checkbox"/> Video	<input type="checkbox"/> Audio	<input type="checkbox"/> Data
		messenger	cable #1	cable #2 (overlashed)
	Messenger/Cable type			
	Installed Tension at 0 C			
	Weight (lbs per 1000 feet)			
	Diameter (inches)			

	NEW CONTACTS	OVERLASHED CONTACTS
PROPOSED feet of duct	_____	_____
ATTACHMENTS no. of City of Bonners Ferry distribution poles	_____	_____
no. of City of Bonners Ferry transmission poles	_____	_____
no. of conduit risers on City of Bonners Ferry poles	_____	N/A
no of attachments to City of Bonners Ferry anchors	_____	N/A

SCHEDULE	Construction Start Date
----------	-------------------------

FOR CITY OF BONNERS FERRY USE ONLY	
Received _____	Approved as complete Permit from _____ to _____
<input type="checkbox"/> Notified of Omissions	Other (see attachment) _____

Submission of this Route Application constitutes Licensee's acceptance of City of Bonners Ferry standard permit conditions. Licensee understands that failure to meet a condition of approval means a failure to install in accordance with the permit and may render the permit denied. City of Bonners Ferry does not warrant the extent of its rights-of-way and easements. Before installing any Attachment to City of Bonners Ferry' poles or placing any anchors, Licensee shall secure any required permission or consent from federal, state, county or municipal authorities, or from owners of the property upon which poles may be located, to install and maintain Licensee's Attachments thereon. Licensee shall not infer any such permission or consent from City of Bonners Ferry from any permit. Licensee shall indemnify and hold harmless City of Bonners Ferry and its representatives, agents, officers, and employees from and against any and all loss, damage or liability resulting from any failure to procure the necessary consent or permission addressed above.

For <u>Fatbeam LLC</u> : _____	For <u>City of Bonners Ferry</u>
By: _____	By: _____
Print Name & Job Title: _____	Print Name & Job Title: _____
Phone: _____	Phone: _____
Date: _____	Date: _____

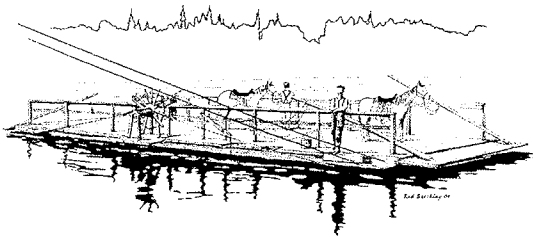
Non-Refundable Application Processing Fee: Accounting: _____ \$	Check # _____	<input type="checkbox"/> Invoiced
---	---------------	-----------------------------------

Exhibit B Continued
Application Fees

Poles	Base Fee	Additional fees
1-10	\$250.00	Plus actual costs of services *
11-50	\$500.00	Plus actual costs of services *
51+	\$1,000.00	Plus actual costs of services *

*Actual Costs include staff time and will be applied after base fee is exhausted. Typical costs incurred:

- Engineering \$68/Hr
- Electrical Superintendent \$70/Hr
- Admin/Clerical \$20/Hr



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

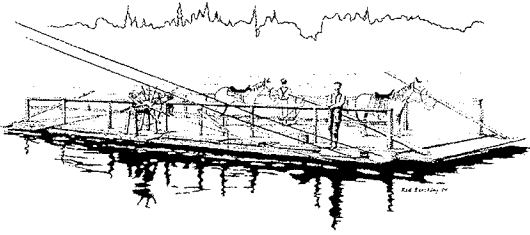
Date: August 17, 2018
To: City Council
From: Mike Klaus, City Engineer
Subject: **City Pool Rehabilitation Project**

The City only received one bid for the City Pool Rehabilitation Project, from B.F. Builders. I have reviewed the bid for \$104,400.00, and have found it to be complete and responsive. I recommend that the Council award the contract to B.F Builders for \$104,400.00. I also recommend that the Council authorize the Mayor to sign all of the Contract Documents needed to start the project, such as the Contract, Notice of Award, and the Notice to Proceed.

Please let me know if you have any questions.

Thank you,

Mike



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: August 17, 2018
To: City Council
From: Mike Klaus, City Engineer
Subject: Sewer Department - Suspension Bridge Sewer Forcemain
Replacement Project - Change Order Request #1

Attached is a Change Order request from S&L Underground, Inc. to extend the calendar date for project completion to October 31, 2018. The Current contract states October 15, 2018 as the completion date. After review by City staff, I recommend that the Council approve the Change Order as presented. The copy in the packet shows the document as "Draft", however, that note will be removed for the Council meeting so that the Mayor can sign it if approved.

Please let me know if you have any questions.

Thank you,

Mike

Change Order
No. 001

Date of Issuance: _____, 2018 Effective Date: _____, 2018

Project: Suspension Bridge Sewer Forcemain Replacement	Owner: City of Bonners Ferry, Idaho	Owner's Contract No.:
Contract: Suspension Bridge Sewer Forcemain Replacement		Date of Contract: May 8, 2018
Contractor: S&L Underground, Inc.		Engineer's Project No.: 20-17-063

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

- 1) Modify Paragraph 4.02.A of the Agreement to read as follows: "....or by October 31, 2018, whichever comes first..."
- 2) Add new Paragraph 4.02.D to the Agreement as follows: "All Type "P" Surface Restoration shall be complete by September 30, 2018."
- 3) Add the following to the end of Paragraph 4.03.A in the Agreement as follows: "Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02.D above for completion of Type "P" Surface Restoration until all Type "P" Surface Restoration is complete."

Attachments (list documents supporting change):

- 1) None.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$519,045.00
[Increase] [Decrease] from previously approved
Change Orders No. N/A to No. N/A:

Original Contract Times: Working days Calendar days
Substantial completion (days or date): 45 days
Ready for final payment (days or date): 15 days
[Increase] [Decrease] from previously approved Change Orders
No. N/A to No. N/A:

\$N/A
Contract Price prior to this Change Order:

\$519,045.00

Substantial completion (days): N/A
Ready for final payment (days): N/A
Contract Times prior to this Change Order:
Substantial completion (days or date): 45 days
Ready for final payment (days or date): 15 days

[Increase] [Decrease] of this Change Order:

\$N/A
Contract Price incorporating this Change Order:

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): N/A
Ready for final payment (days or date): N/A
Contract Times with all approved Change Orders:
Substantial completion (days or date): 45 days
Ready for final payment (days or date): 15 days

\$519,045.00

RECOMMENDED:
By: _____
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: _____
Contractor (Authorized
Signature)

Name: _____
 Print Name

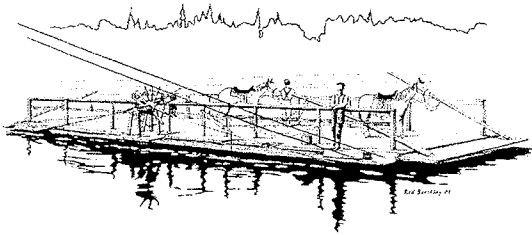
Name: _____
 Print Name

Name: _____
 Print Name

Date: _____

Date: _____

Date: _____



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: August 17, 2018
To: City Council
From: Mike Klaus, City Engineer
Subject: Sewer Department - Suspension Bridge Sewer Forcemain
Replacement Project - CDBG Request for Funds

Attached is CDBG Request for Funds #3. The request for funds this period is \$11,862.00 and will reimburse the City for engineering fees and PAC administrative fees related to the sewer bridge project. I recommend that the Council approve the Mayor to sign the ICDBG program request for funds.

Please let me know if you have any questions.

Thank you,

Mike



PANHANDLE AREA COUNCIL, INC

11100 N Airport Drive
Hayden, ID 83835-9798
(208) 772-0584
(208) 620-2313 FAX
www.pacni.org

August 8, 2018

Ms. Christine McNair, City Clerk
City of Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805

RE: CDBG Request for Funds #3

Dear Christine:

Enclosed for the City's processing is the Request for Funds, which contains the following:

1. **Financial Disbursement Form.** Note that this form has been revised. The top section lists each invoice that is being processed for CDBG funds, but also lists the other budget categories where the balance should come from. The bottom section is to be completed by you upon receipt of the CDBG funds.
2. **Project Re-Cap.** This spreadsheet identifies the Budget based on the Grant Agreement between the City and the Idaho Department of Commerce, Expenditures to Date, and Budget Remaining.
3. **Request for Funds.** This document is used by Idaho Department of Commerce staff to send the City the funds. It needs to be signed by Mayor Sims.
4. **CDBG Progress Report.** This document must accompany all Requests for Funds, which provides a status to the City and the Idaho Department of Commerce staff. It needs to be signed by Mayor Sims.
5. **Invoices.** All of the invoices that support the Financial Disbursement Form and the Request for Funds are included in this package.

Instructions:

1. Make a copy of the entire document.
2. Mail the following to Tony Tenne, Idaho Department of Commerce, 700 W State Street, PO Box 83720, Boise, ID 83720-0093: A copy of the Financial Disbursement Form, the original Request for Funds, a copy of the Project Re-Cap, the original CDBG Progress Report, and copies of the Invoices. Payments are processed by Commerce on Tuesdays.
3. Scan and email only the signature pages to me (or copy and mail).

• Council of Governments • Public Municipality Planning • Grant Writing • Certified Grant Administration
Certified Development Company—Commercial Lending • Business Incubator Center • Government Procurement
International Trade Associate Office

Ms. Christine McNair, City Clerk
City of Bonners Ferry
August 8, 2018
Page 2

4. Once the funds are received, complete the bottom section on the Financial Disbursement form, sign it and return the original to me.

Please call me if you should have any questions.

Sincerely,



Rilie Beatty
Programs Specialist

Enclosures: as stated

Financial Disbursement Form

City of Bonners Ferry
Sewer Force Main Bridge Crossing Project
ICDBG-17-I-19-PF

Request for Funds #: 3
Report period: June 1-July 31,2018
Date: August 8, 2018

The following costs are approved for payment under the City's Community Development Block Grant (CDBG) Project.
The invoices are attached behind the CDBG Request for Funds and Progress Report.

INVOICE DATE	INVOICE NUMBER	VENDOR	INVOICE AMOUNT	TO BE FUNDED BY:			BUDGET CATEGORY
				ICDBG	City Cash		
08.08.18	3	Panhandle Area Council	2,500.00	2,500.00			Administration
05.14.18	116752	JUB	7,876.15	7,797.00	79.15		Engineering
06.06.18	117239	JUB	1,564.92	1,565.00	(0.08)		Engineering
TOTAL REQUEST FOR FUNDS:			11,941.07	11,862.00	79.07	0.00	

To be completed for receipt & disbursement of ICDBG funds:

ICDBG Funds Received: \$ _____	Date Funds Received: _____			
Disbursed To: Panhandle Area Council	For: Admin	Check No.:	Date Disbursed:	Amount:
JUB	Engineering			
TOTAL DISBURSEMENTS:				

>> Funds must be disbursed within five (5) calendar days of receipt <<

I certify that the information above is correct.

Submitted by: _____ Date: _____

*Please complete the shaded area of this form and return immediately upon disbursement of funds to:
Panhandle Area Council, 11100 N. Airport Drive, Hayden, ID 83835*

City of Bonners Ferry Sewer Force Main Bridge Crossing Project
ICDBG-17-I-19-PF

PROJECT RE-CAP

	To	Line Item Category	Invoice #	Invoice Date	CDBG ROUNDED	City Cash	TOTAL
MODIFIED WORKING BUDGET					340,000.00	342,152.00	682,152.00
	Grant Writing & Repairs	Planning				8,165.00	8,165.00
	Panhandle Area Council	Administration	1	05.02.18	8,500.00		8,500.00
	JUB	Engineering	112486	11.08.17		3,000.00	3,000.00
PR 1	JUB	Engineering	113820	01.09.18		26,625.00	26,625.00
	JUB	Engineering	114582	02.13.18	11,658.00	(0.13)	11,657.87
	JUB	Engineering	115168	03.06.18	24,247.00	0.47	24,247.47
	JUB	Engineering	115818	03.30.18	14,604.00	(0.47)	14,603.53
D.F.	Panhandle Area Council	Administration	2	06.13.18	1,250.00		1,250.00
	Panhandle Area Council	Administration	3	08.08.18	2,500.00		2,500.00
PR 3	JUB	Engineering	116752	05.14.18	7,797.00	79.15	7,876.15
	JUB	Engineering	117239	06.06.18	1,565.00	(0.08)	1,564.92
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
					72,121.00	37,868.94	109,989.94
					267,879.00	304,283.06	572,162.06

8/8/2018

City of Bonners Ferry Sewer Force Main Bridge Crossing Project
 Financial Summary
 As of July 31, 2018

CDBG BUDGET

	ICDBG Grant	City Cash	Total
Administration	34,000.00	-	34,000.00
Planning	-	8,165.00	8,165.00
Design Professional	67,590.00	49,939.00	117,529.00
Construction	238,410.00	284,048.00	522,458.00
Financing	-	-	-
Legal	-	-	-
Total	340,000.00	342,152.00	682,152.00

EXPENDITURES TO DATE

	ICDBG Grant	City Cash	Total
Administration	12,250.00	-	12,250.00
Planning	-	8,165.00	8,165.00
Design Professional	59,871.00	29,703.94	89,574.94
Construction	-	-	-
Financing	-	-	-
Legal	-	-	-
Total	72,121.00	37,868.94	109,989.94

BUDGET REMAINING

	ICDBG Grant	City Cash	Total
Administration	21,750.00	-	21,750.00
Planning	-	-	-
Design Professional	7,719.00	20,235.06	27,954.06
Construction	238,410.00	284,048.00	522,458.00
Financing	-	-	-
Legal	-	-	-
Total	267,879.00	304,283.06	572,162.06

Idaho Community Development Block Grant Program Request for Funds

(Return to Idaho Department of Commerce, Economic Development Division, 700 W State Street, PO Box 83720, Boise, ID 83720-0093)

Grantee Name City of Bonners Ferry		Contract # ICDBG-17-I-19-PF		Contact Person Rilie Beatty		Phone 208-772-0584 x3006		
Address PO Box 149, Bonners Ferry, ID 83805		Report Period Jun 1-Jul 31 2018		Date of Request 08/08/18		Request # 3		
	1 CDBG Budget	2 Total of Previous Requests	3 Program Income Earned	4 Total Funds Requested + Program Income Col 2 + Col 3	5 Total Funds Dispursed	6 Unexpected Balance of Funds Req. + Program Inc. Col 4 - Col 5	7 Accrued (unpaid) Bills & Costs	8 Current Requests for Funds Col 7 - Col 6
Administration	\$34,000	\$9,750	\$0	\$9,750	\$9,750	\$0	\$2,500	\$2,500
Design Professional	\$67,590	\$50,509	\$0	\$50,509	\$50,509	\$0	\$9,362	\$9,362
Construction	\$238,410	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS	\$340,000	\$60,259	\$0	\$60,259	\$60,259	\$0	\$11,862	\$11,862

Note: Furnishing false information may constitute a violation of applicable state and federal law.

Certification of Financial Officer: I certify that the above data is correct, based on the grantee's official accounting system and records, consistently applied and maintained, and that expenditures shown have been made for the purposes of, and in accordance with applicable contract terms and conditions. The funds requested are for reimbursement of actual expenditures during the report period.

Signature

Typed Name

Title

David Sims _____

Mayor _____

\$12,250

\$59,871

\$0

\$72,121

CDBG PROGRESS REPORT

Grantee: City of Bonners Ferry	Sub-recipient: N/A	Report No.: 3
Grant No. ICDBG-17-I-19-PF	Report Period: From <u>Jun 1, 2018</u> To <u>Jul 31, 2018</u>	Design Professional: Identify current phase <input type="checkbox"/> Design Phase <input type="checkbox"/> Bidding Phase <input checked="" type="checkbox"/> Pre-Construction Phase <input type="checkbox"/> Construction Phase <input type="checkbox"/> Post Construction Phase
Construction Status: Narrative on construction activities (max 3 sentences). Attach photos if available. Grant Administration 36% complete. Percentage of construction complete <u>00.00%</u>		

Instructions: Identify the date that the activity was completed and the date the documentation was sent to Commerce. If activity has not yet been completed leave blank. Checklist is to identify that specific steps are met, but it does not replace the directions in the CDBG manual.

GRANT ADMIN AND DESIGN PROFESSIONAL PROCUREMENT	Completion Date	Date Submitted to Commerce
Idaho PTAC Notice for Grant Admin and Design Professional Services:	Admin – 08.25.16 AE - 2016	Admin – 08.25.16 AE - 2016
Grant Admin Contract:	10.01.16	12.29.17
Design Professional Contract with CDBG attachment:	03.15.18	03.15.18

ENVIRONMENTAL	Completion Date	Date Submitted to Commerce
Environmental Review Record:	01.24.18	02.21.18
Commerce Approval: Date: 03.16.18		

CIVIL RIGHTS PROGRESS	Completion Date	Date Submitted to Commerce
Excessive Force Policy:	11.21.14	08.09.17
EEO Policy Statement:	09.28.17	04.08.18
Grievance Procedure:	09.15.15	11.18.16
Grantee EEO Poster (identify location): City Hall		
Contractor/Subcontractor Activity Report:		

CONSTRUCTION PROGRESS	Completion Date	Date Submitted to Commerce
For each construction contract provide this Construction Progress Report and if applicable Attachment B-Labor Standards Update (*) These items must be sent even if CDBG funds are not expended on construction.		
Construction bid document review certification:	03.14.18	03.27.18
Bid (published) Notices:	03.29.18 04.05.18	
Ten Day Wage-Rate Update:	04.16.18	04.16.18
*Bid Tabulations:	04.26.18	04.30.18
Debarred List Checked:	04.30.18	04.30.18
Preconstruction Conference: Minutes and Checklists		
*Notice to Proceed:		
*Construction Contractor's Contract:		
*Performance Bond and Payment Bond and Insurance Certification:		
Steps to Comply with Section 3:		
*Certificate of Substantial Completion:		
Section 3 Summary Report:		

FAIR HOUSING	Completion Date	Date Submitted to Commerce
Fair Housing Month Proclamation- April:	02.06.18	03.05.18
Fair Housing Resolution and publication:	(R) 11.04.14 (P) 08.10.17	(R) 11.18.16 (P) 09.25.17
Fair Housing Assessment:		
Display Fair Housing Information: (Identify Location) <ul style="list-style-type: none"> • Posters City Hall • Fair Housing Resolution City Hall • IHFA Accessibility Brochure <u>N/A</u> 		

SECTION 504 PROGRESS	Completion Date	Date Submitted to Commerce:
Non-Discrimination Policy Adopted: Location	04.17.18	04.24.18
Grievance Procedure Established:	04.17.18	04.24.18
504 Self-Evaluation/Update Completed:	06.13.17	
504 Transition Plan/Update Completed:	06.14.17	
Effective Communication Policy:	06.06.17	

SECOND PUBLIC HEARING	Completion Date	Date Submitted Commerce
<ul style="list-style-type: none"> • Published Notice • Minutes • List of Attendees 		

ATTACHMENTS		
A-Disbursement Report (required)	✓	
B-Payroll Review (if applicable)		
C-Acquisition (if applicable)	N/A	

CERTIFICATION:

I, the undersigned, do hereby certify that the above information contained in this report, including all attachments are correct and accurately reflects the progress and status of the grant project.


 Signature of CDBG Certified Grant Administrator

208-772-0584x3006
 Phone

08/08/2018
 Date

CERTIFICATION:

I, the undersigned, do hereby certify that the above information contained in this report, including all attachments are correct and accurately reflects the progress and status of the grant project.

 Signature of Chief Elected Official

Mayor
 Title

 Date

**ATTACHMENT A
GRANTEE DISBURSEMENT REPORT**

Request for Funds this Period: \$11,862.00 *Paid to*
History of Request for CDBG Funds *Date:* \$60,259.00
Request for Funds # 3

<i>Pay Request #</i>	<i>Date Grantee Received Funds</i>	<i>Date Grantee Deposited Funds</i>	<i>Date Grantee Disbursed Funds</i>	<i>Check #</i>	<i>Amount</i>	<i>To Whom</i>
1	06.11.18	06.11.18	06.13.18	32359	\$8,500.00	Panhandle Area Council
1	06.11.18	06.11.18	06.13.18	-	\$50,509.00	Reimbursement to City
2			06.21.18	32442	\$1,250.00	Panhandle Area Council



PANHANDLE AREA COUNCIL, INC.
 11100 N Airport Drive
 Hayden, ID 83835-9798
 208.772.0584
 208.620.2313 FAX
 www.pacni.org

INVOICE

Date: August 8, 2018
Period: June 1, 2018 **To** July 31, 2018
Number: 03 BFSB
Project: Bonners Ferry Sewer Force Main Bridge Crossing Project - ICDBG-17-I-19-PF
To: City of Bonners Ferry
 PO Box 149
 Bonners Ferry, ID 83805
Remit to: Panhandle Area Council
 11100 N Airport Drive
 Hayden, ID 83835

The following activities were completed in accordance with the Scope of Work in the Professional Services Contract dated October 1, 2016 and ending on November 30, 2018.

Activity	Subtotal	Totals
Project Set-Up	100% Complete \$ -	
Environmental	100% Complete \$ -	
Labor Monitoring	0% Complete \$ -	
Project Monitoring	50% Complete \$ 2,500.00	
<ul style="list-style-type: none"> ◆ Update meetings with Mike and Christine ◆ Prepare June-July pay requests 		
Civil Rights-Equal Access	50% Complete \$ -	
<ul style="list-style-type: none"> ◆ No activity this period. 		
Fair Housing Plan	50% Complete \$ -	
<ul style="list-style-type: none"> ◆ No activity this period. 		
504/ADA Plan	50% Complete \$ -	
<ul style="list-style-type: none"> ◆ No activity this period. 		
Project Closeout	0% Complete \$ -	
Balance Due:		\$ 2,500.00

Contract:	\$ 34,000.00
Received to Date:	\$ 9,750.00
Outstanding:	\$ -
Contract Balance Before This Invoice:	\$ 24,250.00
Balance Due This Period:	\$ 2,500.00



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

Invoice

Mike Klaus
City of Bonners Ferry
P.O. Box 149
Bonners Ferry, ID 83805

May 14, 2018
Project No: 20-17-063
Invoice No: 0116752

Project 20-17-063 Bonners Ferry Brdg Forcemain Replacement
Professional Services from March 25, 2018 to April 28, 2018

Task 003 Bidding

Professional Personnel

	Hours	Amount	
PROJECT MANAGER	7.50	1,429.91	
PROJECT ENGINEER	39.00	4,735.38	
CLERICAL	9.10	510.84	
SENIOR ENGINEER	5.00	1,120.45	
Totals	60.60	7,796.58	
Total Labor			7,796.58

Reimbursable Expenses

Mileage		79.57	
Total Reimbursables		79.57	79.57

Total this Task \$7,876.15

Billings to Date

	Current	Prior	Total	
Labor	7,796.58	585.13	8,381.71	
Expense	79.57	0.00	79.57	
Totals	7,876.15	585.13	8,461.28	
			Total this Invoice	\$7,876.15

Outstanding Invoices

Number	Date	Balance		
0115168	3/6/2018	24,247.47		
Total		24,247.47		
			Total Now Due	\$32,123.62

Profit M. Converso, P.F., Project Mgr.

*2/20/18
5/14/18*



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

Invoice

Mike Klaus
City of Bonners Ferry
P.O. Box 149
Bonners Ferry, ID 83805

June 6, 2018
Project No: 20-17-063
Invoice No: 0117239

Project 20-17-063 Bonners Ferry Brdg Forcemain Replacement
Professional Services from April 29, 2018 to May 26, 2018

Task 003 Bidding

Professional Personnel

Table with 3 columns: Personnel, Hours, Amount. Rows include PROJECT ENGINEER, CLERICAL, SENIOR ENGINEER, Totals, Total Labor, and Total this Task.

Billings to Date

Table with 4 columns: Category, Current, Prior, Total. Rows include Labor, Expense, Totals.

Task 004 Construction Phase Service

Professional Personnel

Table with 3 columns: Personnel, Hours, Amount. Rows include PROJECT ENGINEER, CLERICAL, PRINCIPAL, Totals, Total Labor, and Total this Task.

Billings to Date

Table with 4 columns: Category, Current, Prior, Total. Rows include Labor, Totals.

Handwritten date stamp: 2018 JUN 14 11:13


Project	20-17-063	Bonnors Ferry Brdg Forcemain Replacement	Invoice	<Draft>
Task	005	Management Reserve		
			Total this Task	0.00

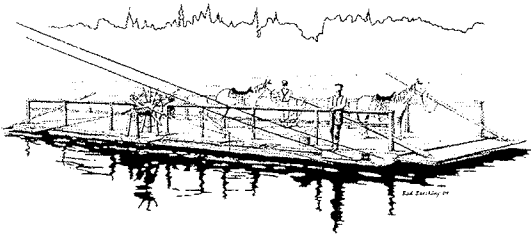
Billings to Date

	Current	Prior	Total	
Labor	0.00	12,048.74	12,048.74	
Totals	0.00	12,048.74	12,048.74	
			Total this Invoice	\$1,564.92

Outstanding Invoices

Number	Date	Balance	
0115168	3/6/2018	24,247.47	
0116752	5/14/2018	7,876.15	
Total		32,123.62	
			Total Now Due
			\$33,688.54


 Brett M. Converse, P.E., Project Mgr.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: August 17, 2018
To: City Council
From: Mike Klaus, City Engineer
Subject: City Pool Rehabilitation Project - CDBG Request for Funds

Attached is CDBG Request for Funds #4 for the City pool rehabilitation project. The request for funds this period is \$360.00 and will reimburse PAC for administrative fees related to the pool project. I recommend that the Council approve the Mayor to sign the ICDBG program request for funds.

Please let me know if you have any questions.

Thank you,

Mike



PANHANDLE AREA COUNCIL, INC
11100 N Airport Drive
Hayden, ID 83835-9798
(208) 772-0584
(208) 620-2313 FAX
www.pacni.org

August 8, 2018

Ms. Christine McNair, City Clerk
City of Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805

RE: CDBG Request for Funds #4

Dear Christine:

Enclosed for the City's processing is the Request for Funds, which contains the following:

1. **Financial Disbursement Form.** Note that this form has been revised. The top section lists each invoice that is being processed for CDBG funds, but also lists the other budget categories where the balance should come from. The bottom section is to be completed by you upon receipt of the CDBG funds.
2. **Project Re-Cap.** This spreadsheet identifies the Budget based on the Grant Agreement between the City and the Idaho Department of Commerce, Expenditures to Date, and Budget Remaining.
3. **Request for Funds.** This document is used by Idaho Department of Commerce staff to send the City the funds. It needs to be signed by Mayor Sims.
4. **CDBG Progress Report.** This document must accompany all Requests for Funds, which provides a status to the City and the Idaho Department of Commerce staff. It needs to be signed by Mayor Sims.
5. **Invoices.** All of the invoices that support the Financial Disbursement Form and the Request for Funds are included in this package.

Instructions:

1. Make a copy of the entire document.
2. Mail the following to Tony Tenne, Idaho Department of Commerce, 700 W State Street, PO Box 83720, Boise, ID 83720-0093: A copy of the Financial Disbursement Form, the original Request for Funds, a copy of the Project Re-Cap, the original CDBG Progress Report, and copies of the Invoices. Payments are processed by Commerce on Tuesdays.
3. Scan and email only the signature pages to me (or copy and mail).

• Council of Governments • Public Municipality Planning • Grant Writing • Certified Grant Administration
Certified Development Company—Commercial Lending • Business Incubator Center • Government Procurement
International Trade Associate Office

Ms. Christine McNair, City Clerk
City of Bonners Ferry
August 8, 2018
Page 2

4. Once the funds are received, complete the bottom section on the Financial Disbursement form, sign it and return the original to me.

Please call me if you should have any questions.

Sincerely,

A handwritten signature in black ink that reads "Rilie Beatty". The signature is written in a cursive, flowing style.

Rilie Beatty
Programs Specialist

Enclosures: as stated

Financial Disbursement Form

City of Bonners Ferry
Municipal Swimming Pool Repairs
ICDBG-17-I-25-PK

Request for Funds #: 4
Report period: Jun 1-Jul 31, 2018
Date: August 8, 2018

The following costs are approved for payment under the City's Community Development Block Grant (CDBG) Project.
The invoices are attached behind the CDBG Request for Funds and Progress Report.

INVOICE DATE	INVOICE NUMBER	VENDOR	INVOICE AMOUNT	TO BE FUNDED BY:			BUDGET CATEGORY
				ICDBG	City Cash	Force Account	
08.08.18	4	Panhandle Area Council	360.00	360.00			Administration
TOTAL REQUEST FOR FUNDS:			360.00	360.00	0.00	0.00	

To be completed for receipt & disbursement of ICDBG funds:

ICDBG Funds Received: \$ _____ Date Funds Received: _____

Disbursed To: Panhandle Area Council	For: Admin	Check No.:	Date Disbursed:	Amount:
--	----------------------	-------------------	------------------------	----------------

TOTAL DISBURSEMENTS:

>> Funds must be disbursed within five (5) calendar days of receipt <<

I certify that the information above is correct.

Submitted by: _____ Date: _____

***Please complete the shaded area of this form and return immediately upon disbursement of funds to:
Panhandle Area Council, 11100 N. Airport Drive, Hayden, ID 83835***

City of Bonners Ferry Municipal Swimming Pool Repairs
 Financial Summary
 As of July 31, 2018

CDBG BUDGET

	ICDBG Grant	City Cash	City Force Account Cash	City In-Kind	Total
Administration	11,000.00	-	-	-	11,000.00
Planning	-	-	-	1,500.00	1,500.00
Design Professional	-	-	17,806.00	-	17,806.00
Construction	139,000.00	83,560.00	25,000.00	-	247,560.00
Financing	-	-	-	-	-
Legal	-	-	-	-	-
Total	150,000.00	83,560.00	42,806.00	1,500.00	277,866.00

EXPENDITURES TO DATE

	ICDBG Grant	City Cash	City Force Account Cash	City In-Kind	Total
Administration	2,160.00	-	-	-	2,160.00
Planning	-	-	-	1,500.00	1,500.00
Design Professional	-	-	-	-	-
Construction	-	-	-	-	-
Financing	-	-	-	-	-
Legal	-	-	-	-	-
Total	2,160.00	-	-	1,500.00	3,660.00

BUDGET REMAINING

	ICDBG Grant	City Cash	City Force Account Cash	City In-Kind	Total
Administration	8,840.00	-	-	-	8,840.00
Planning	-	-	-	-	-
Design Professional	-	-	17,806.00	-	17,806.00
Construction	139,000.00	83,560.00	25,000.00	-	247,560.00
Financing	-	-	-	-	-
Legal	-	-	-	-	-
Total	147,840.00	83,560.00	42,806.00	-	274,206.00

Idaho Community Development Block Grant Program Request for Funds

(Return to Idaho Department of Commerce, Economic Development Division, 700 W State Street, PO Box 83720, Boise, ID 83720-0093)

Grantee Name City of Bonners Ferry		Contract # ICDBG-17-I-25-PK		Contact Person Rilic Beatty		Phone 208-772-0584 x3006		
Address PO Box 149, Bonners Ferry, ID 83805		Report Period Jun 1-Jul 31, 2018		Date of Request 08/08/18		Request # 4		
	1 CDBG Budget	2 Total of Previous Requests	3 Program Income Earned	4 Total Funds Requested + Program Income Col 2 + Col 3	5 Total Funds Dispursed	6 Unexpected Balance of Funds Req. + Program Inc. Col 4 - Col 5	7 Accrued (unpaid) Bills & Costs	8 Current Requests for Funds Col 7 - Col 6
Administration	\$11,000	\$1,800	\$0	\$1,800	\$1,800	\$0	\$360	\$360
Construction	\$139,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS	\$150,000	\$1,800	\$0	\$1,800	\$1,800	\$0	\$360	\$360

Note: Furnishing false information may constitute a violation of applicable state and federal law.

Certification of Financial Officer: I certify that the above data is correct, based on the grantee's official accounting system and records, consistently applied and maintained, and that expenditures shown have been made for the purposes of, and in accordance with applicable contract terms and conditions. The funds requested are for reimbursement of actual expenditures during the report period.

Signature _____

Typed Name
David Sims _____

Title
Mayor _____

CDBG PROGRESS REPORT

Grantee: City of Bonners Ferry	Sub-recipient: N/A	Report No.: 4
Grant No. ICDBG-17-I-25-PK	Report Period: From <u>Jun 1, 2018</u> To <u>Jul 31, 2018</u>	Design Professional: Identify current phase <input checked="" type="checkbox"/> Design Phase <input type="checkbox"/> Bidding Phase <input type="checkbox"/> Construction Phase <input type="checkbox"/> Post Construction Phase
Construction Status: Narrative on construction activities (max 3 sentences). Attach photos if available. Grant Administration 20% complete. Percentage of construction complete <u>00.00%</u>		

Instructions: Identify the date that the activity was completed and the date the documentation was sent to Commerce. If activity has not yet been completed leave blank. Checklist is to identify that specific steps are met, but it does not replace the directions in the CDBG manual.

GRANT ADMIN AND DESIGN PROFESSIONAL PROCUREMENT	Completion Date	Date Submitted to Commerce
Idaho PTAC Notice for Grant Admin and Design Professional Services:	-	-
Grant Admin Contract:	10.01.16 10.30.17	02.05.18 02.05.18
Design Professional Contract with CDBG attachment:	-	-

ENVIRONMENTAL	Completion Date	Date Submitted to Commerce
Environmental Review Record:	11.09.17	11.09.17
Commerce Approval: Date: 12.15.17		

CIVIL RIGHTS PROGRESS	Completion Date	Date Submitted to Commerce
Excessive Force Policy:	11.21.14	08.09.17
EEO Policy Statement:	02.23.18	02.23.18
Grievance Procedure:	09.15.15	11.18.16
Grantee EEO Poster (identify location):		
Contractor/Subcontractor Activity Report:		

CONSTRUCTION PROGRESS	Completion Date	Date Submitted to Commerce
For each construction contract provide this Construction Progress Report and if applicable Attachment B-Labor Standards Update (*) These items must be sent even if CDBG funds are not expended on construction.		
Construction bid document review certification:	07.24.18	07.24.18
Bid (published) Notices:		
Ten Day Wage-Rate Update:		
*Bid Tabulations:		
Debarred List Checked:		
Preconstruction Conference: Minutes and Checklists		
*Notice to Proceed:		
*Construction Contractor's Contract:		
*Performance Bond and Payment Bond and Insurance Certification:		
Steps to Comply with Section 3:		
*Certificate of Substantial Completion:		
Section 3 Summary Report:		

FAIR HOUSING	Completion Date	Date Submitted to Commerce
Fair Housing Month Proclamation- April:	02.06.18	03.05.18
Fair Housing Resolution and publication:	(R) 11.04.14 (P) 08.10.17	(R) 11.18.16 (P) 09.25.18
Fair Housing Assessment:		
Display Fair Housing Information: (Identify Location) <ul style="list-style-type: none"> • Posters • Fair Housing Resolution • IHFA Accessibility Brochure <u>N/A</u> 		

SECTION 504 PROGRESS	Completion Date	Date Submitted to Commerce:
Non-Discrimination Policy Adopted: Location	04.17.18	04.24.18
Grievance Procedure Established:	04.17.18	04.17.18
504 Self-Evaluation/Update Completed:	06.13.17	
504 Transition Plan/Update Completed:	06.14.17	
Effective Communication Policy:	06.06.17	

SECOND PUBLIC HEARING	Completion Date	Date Submitted Commerce
<ul style="list-style-type: none"> • Published Notice • Minutes • List of Attendees 		

ATTACHMENTS		
A-Disbursement Report (required)	✓	
B-Payroll Review (if applicable)		
C-Acquisition (if applicable)	N/A	

CERTIFICATION:

I, the undersigned, do hereby certify that the above information contained in this report, including all attachments are correct and accurately reflects the progress and status of the grant project.



Signature of CDBG Certified Grant Administrator

208-772-0584x3006
Phone

08/08/2018
Date

CERTIFICATION:

I, the undersigned, do hereby certify that the above information contained in this report, including all attachments are correct and accurately reflects the progress and status of the grant project.

Signature of Chief Elected Official

Mayor
Title

Date

**ATTACHMENT A
GRANTEE DISBURSEMENT REPORT**

Request for Funds this Period: \$360.00 Paid to
 Date: \$1,160.00

History of Request for CDBG Funds
 Request for Funds # 4

<i>Pay Request #</i>	<i>Date Grantee Received Funds</i>	<i>Date Grantee Deposited Funds</i>	<i>Date Grantee Disbursed Funds</i>	<i>Check #</i>	<i>Amount</i>	<i>To Whom</i>
1	02.15.18	02.15.18	02.21.18	31885	\$1,160.00	Panhandle Area Council



PANHANDLE AREA COUNCIL, INC.
11100 N Airport Drive
Hayden, ID 83835-9798
208.772.0584
208.620.2313 FAX
www.pacni.org

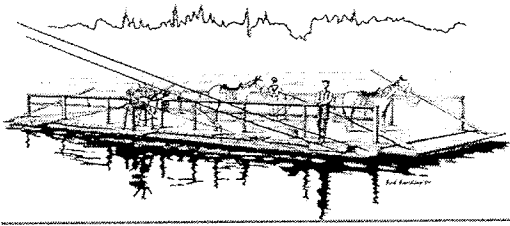
INVOICE

Date: August 8, 2018
Period: June 1, 2018 **To** July 31, 2018
Number: 04 BFPool
Project: Bonners Ferry Municipal Pool Repairs - ICDBG-17-I-25-PK
To: City of Bonners Ferry
PO Box 149
Bonners Ferry, Idaho 83805
Remit to: Panhandle Area Council
11100 N Airport Drive
Hayden, ID 83835

The following activities were completed in accordance with the Master Agreement dated October 1, 2016 and the Scope of Work in Task Order #2 dated October 30, 2017 and ending on January 31, 2019.

	Activity		Subtotal	Totals
Project Set-Up	100% Complete		\$ -	
Environmental	100% Complete		\$ -	
Labor Monitoring	0% Complete		\$ -	
Project Monitoring	50% Complete		\$ 360.00	
♦ Facilitate project update meetings				
♦ Process June-July pay request				
Civil Rights-Equal Access	0% Complete		\$ -	
Project Closeout	0% Complete		\$ -	
Balance Due:			\$ 360.00	

Contract:	\$ 11,000.00
Received to Date:	\$ 1,340.00
Outstanding:	\$ 460.00
Contract Balance Before This Invoice:	\$ 9,200.00
Balance Due This Period:	\$ 360.00



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 17, 2018

RE: High 5 Memo- Update from August 7th Meeting

At the August 7, 2018 Council meeting, City Council directed staff to work with the School District on determining whether the amount requested for the equipment was in fact representative of current competitive rates.

Staff did reach out to the School District who did get another quote from Better Body Fitness, Inc in Spokane for equivalent or nearly equivalent products. That estimate is included with this memo.

Working with the BCSD Superintendent Gary Pflueger, and doing our own internal research, it appears that the pricing is consistent for similar or equivalent type equipment.

Iron Mike's was contact by the BCSD and unfortunately Mike wasn't available to speak with the district about getting better rates. The School District is committed to working with Mike, of Iron Mike's to insure that the best rate is paid for the equipment.

Given the recommendation by the Steering Committee, additional research by staff and a new quote by the School District, it is my recommendations that the City approve the request to use High 5 dollars in the amount of \$26,589.00 to purchase new cardio equipment for the High School physical education program.

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>

Better Body Fitness, Inc

509-252-9986
 509-252-9994 FAX
 165 S. Pine Street
 165 S. Pine Street

Estimate

DATE ESTIMATE #
 8/13/2018 1006582

Name / Address
Bonnors Ferry High School 6485 Tamarack Lane Bonnors Ferry, Id. 83805 208-660-7236

Ship To
Bonnors Ferry High School 6485 Tamarack Lane Bonnors Ferry, Id. 83805 208-660-7236

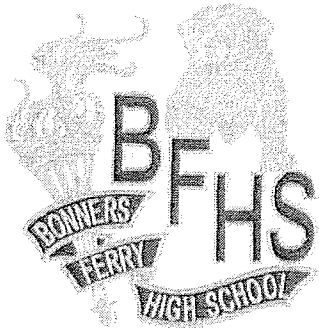
PROJECT	P.O. NO.	REP	CONTACT
		AB	

ITEM	DESCRIPTION	QTY	TOTAL
CT900	CT900 Full Commercial Treadmill Warranty: 3 Years Parts and 3 Year Labor **NEEDS DEDICATED OUTLET MAKE SURE CUSTOMERS KNOW***	2	13,998.00T
Discount-WA	% Off New Purchase		-2,000.00
	Subtotals for		11,998.00
XT-3700	XT-3700 w/ standard console W A R R A N T Y (full commercial facility) Parts 3 years Labor 1 year	2	10,998.00T
Discount-WA	% Off New Purchase		-2,750.00
	Subtotals for		8,248.00
L-15300	Hoist REVMASER PRO	5	7,995.00T
Discount-WA	% Off New Purchase		-1,600.00
	Subtotals for		6,395.00
Installation	Installation of equipment is now through our sister company Assurance Fitness Repair, all quotes will be sent through them. Thank you		1,265.95T
			(0.00) \$0.00

Visit us online at bbfitness.com

TOTAL \$27,906.95

SIGNATURE _____



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.

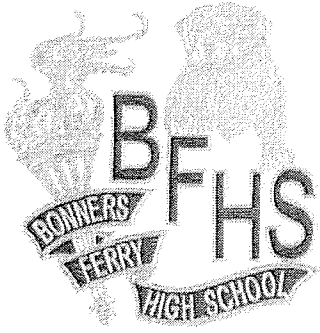
This is a programmatic request, as approximately 100 students per day use the facility each day of the school year, and many also use the fitness center as participants in extra-curricular activities before and/or after the regular school day, as well as in summer fitness programs.

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.

~HOME OF THE BADGERS~



BONNERS FERRY HIGH SCHOOL

6485 Tamarack Lane
Telephone 208-267-3149

Bonners Ferry, Idaho 83805
208-267-5171 Fax

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.

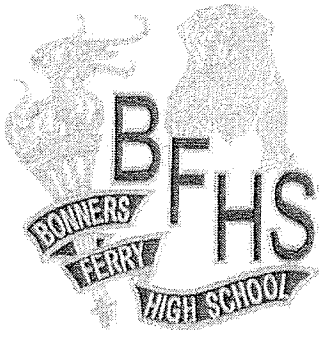
If funded, and the equipment is placed into use, **the measure of success of the mission of the foundation can/will be evaluated** on a daily basis. As the students use the equipment and learn and experience the health benefits of regular use of the equipment, it will be visibly demonstrable as to the 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.

~HOME OF THE BADGERS~





BONNERS FERRY HIGH SCHOOL

6485 Tamarack Lane
Telephone 208-267-3149

Bonners Ferry, Idaho 83805
208-267-5171 Fax

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

07/03/18



Page 1

Qty	Description	Price	Your Price	Extended Price
-----	-------------	-------	------------	----------------

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.

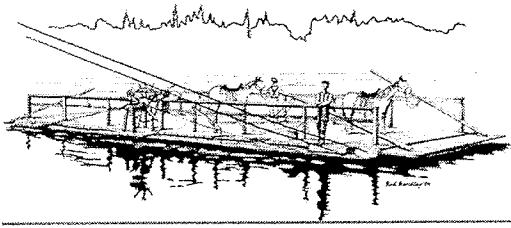
*PAYMENT ON INVOICE BY CREDIT CARD WILL INCUR A 3% PROCESSING FEE.

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

07/03/18



Page 2



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 17, 2018

RE: Idaho Smart Growth – Contract for Phase III, Bike & Pedestrian Plan

When the City contracted with Idaho Smart Growth (ISG) to complete the Bike/Pedestrian Plan, the City had only received two of the pending three grants from the National Association of Realtors (NAR). We submitted for and received the third NARs grant and now need to amend the contract for completion of Phase III, which was stipulated in the original Scope of Services.

Included with the council packet is the original contract, the original scope and the amended contract for action by the Council.

Please let me know if you have any questions.

AMENDMENT TO INDEPENDENT CONTRACT AGREEMENT

AMENDMENT TO INDEPENDENT CONTRACT AGREEMENT made between the CITY OF BONNERS FERRY, a political subdivision of the state of Idaho, herein "ENTITY" and IDAHO SMART GROWTH herein "CONTRACTOR" dated November 29th, 2017.

THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. **CONTRACT:** ENTITY employs CONTRACTOR to complete the following project and work:
Complete Phase 3 of Master Bike and Pedestrian Plan as described in original scope attached to the Agreement.
2. **TIME OF PERFORMANCE AND TERMINATION:** no change
3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:
Per original scope and quote not to exceed \$6,820 for Phase 3 and contingency, for a total of Phases 1, 2 and 3 not to exceed \$26,000 without written approval from ENTITY.
- 4.- 11. **REMAINING CLAUSES:** no changes

DATED the _____ day of _____, 2018.

ENTITY:

City of Bonners Ferry

By _____
David Sims, Mayor

Attest:

CONTRACTOR:

Idaho Smart Growth

Scot Oliver, Executive Director

Witness:

Form and content approved by _____ as Attorney for the City of Bonners Ferry.

Proposed Scope of Work: Bonners Ferry, Idaho, Pedestrian, Bicycle Network Plan – with Branding Alternative

Purpose: Bonners Ferry, Idaho, is seeking to develop a bicycle and pedestrian network plan to address the need to provide safe and convenient walking and biking routes for people ages 8 to 80, respond to current walking and biking demand and also encourage residents and visitors to bike and/or walk more. A complete plan will include routes in all parts of town, connections and safe crossings, access to destinations and identification of network directional signage within and around Bonners Ferry as a foundation for future wayfinding. This plan is intended to improve access to active transportation options which have been shown to be beneficial to the health of participants and help stimulate economic development related to bike tourism. The plan will identify priorities and recommend implementation strategies that are realistic and affordable for the city as well as position Bonners Ferry to pursue other grant opportunities for larger projects which they cannot fully address on their own.

Branding: In addition to completing a pedestrian/bicycle network plan for Bonners Ferry this scope proposes to conduct a basic branding exercise to help Bonners Ferry identify iconic ideas or images that signify the community that may be used at Bonners Ferry's discretion in the pedestrian and bicycle directional signage. As follow-up to this scope this brand could be further refined by Bonners Ferry as a wayfinding design theme and built out beyond the bicycle and pedestrian network in the future.

Background: The City of Bonners Ferry is in the midst of updating a series of their foundational planning tools including the Comprehensive Plan and Transportation Plan focused on roadways. As part of that effort they would like to include pedestrian and bicycle transportation needs in the new transportation plan. ISG proposes to develop a separate network plan for walking and biking which will be integrated into the roadway transportation planning effort. Furthermore, Bonners Ferry and Boundary County have recently been awarded separate coordinating grants to build a bicycle route from downtown Bonners Ferry to the nearby wildlife refuge. Bonners Ferry recently made some safe routes to school improvements with a TAP grant they received, and ITD is planning significant improvements for people walking and biking as part of a project to rebuild Highway 95 from Madison south to Pine Island RD. All of these efforts will be considered in the pedestrian and bicycle network plan.

Idaho Smart Growth (ISG) has provided community assistance to over 20 Idaho communities developing pedestrian and bicycle action plans and wayfinding for networks. ISG is currently under contract to assist Bonners Ferry with an update of their Comprehensive Plan. In 2015 Bonners Ferry received technical assistance from New Mobility West to determine design alternatives for the Highway 95 corridor where the ITD project is planned in Bonners Ferry to better serve local traffic and pedestrian and bicycle use alongside the highway users. ISG was a project team member for New Mobility West which included a partial network assessment for pedestrians and bicyclists and identified growing bicycle and pedestrian network demands and opportunities in Bonners Ferry.

Additionally Bonners Ferry is the recipient of a High-Five Community Transformation grant from the Blue Cross Foundation of Idaho for projects aimed at improving the health of youth in the areas of physical activity and access to healthy, affordable foods. Encouraging pedestrian and bicycle use with a comprehensive pedestrian and bicycle network that includes developing low-stress routes, improved facilities and wayfinding is integrally important to that grant purpose.



Proposed Scope of Work: Bonners Ferry, Idaho, Pedestrian, Bicycle Network Plan – with Branding Alternative

Phase I - Organize Project; Initial Community Assessment: The first phase will include network analysis to examine the existing network, needed network connections, low-stress routes and major destinations, review existing information and data, organize stakeholders into an advisory workgroup, create a schedule and refine goals and deliverables of the planning assistance. It will also include an initial visioning effort with a workgroup to inform branding.

Task 1: Organization, Initial Assessment – The ISG team will:

- organize the first site visit and workgroup meeting;
- evaluate existing network via maps and utilizing previous experience in Bonners Ferry;
- review basic technical data that is readily available such as traffic and bike/pedestrian counts and pertinent policy and regulations;
- identify stakeholders and schedule interviews and discussions if necessary;

Task 1 Deliverables: initial assessment completed, Site visit planned and preparation completed.

Task Hours: 70 hours

Task 1B: Branding, Organization, Initial vision – The ISG team will:

- identify community members to participate in visioning of a Bonners Ferry brand
- organize a meeting with these stakeholders concurrently with first site visit of pedestrian bicycle network planning effort.

Task 1B Deliverables: Vision meeting group identified and meeting preparation completed.

Task Hours: 6 hours

Task 1 and 1B will require coordination with Bonners Ferry (BF) staff and transportation plan consultants. BF staff will help identify and invite interested community members and provide pertinent data such as lists of current planned projects that may affect or be affected by ped/bike recommendations.

Task 2: On-Site Visit #1 – ISG team will conduct a 2-day on-site visit. The visit will occur concurrently with the transportation plan public outreach and workshop. The visit will include these activities:

- Conduct Interviews if necessary with workgroup;
- Conduct first meeting/workshop with workgroup including a presentation to decision-makers and workgroup on how to create a low-stress network
- Conduct a mapping outreach exercise during the workshop
- Conduct on the ground conditions and route assessment, identify major destinations;
- Determine assets, opportunities and challenges to a walkable/bikeable Bonners Ferry;

Task 2 Deliverables: Prepare for and conduct on-site visit #1, Summarize Phase I occurrences and findings.

Task Hours: 32 hours, travel time 16 hours

Task 2B: Branding, On-Site Visit #1 – ISG team will conduct a visioning exercise with identified community members producing themes for a Bonners Ferry brand.

Task 2B Deliverables: Summarize branding vision

Task Hours: 14 hours

Note: Assumes ped/bike planning and branding will utilize first site visit simultaneously in Task 2.



Proposed Scope of Work: Bonners Ferry, Idaho, Pedestrian, Bicycle Network Plan – with Branding Alternative

Phase II – Develop Draft: The ISG team will develop a draft plan and review that plan with the workgroup. The second phase of the project will begin immediately following Phase I. During this phase the ISG team and workgroup will jointly analyze the data and other information collected in Phase I including existing policies and plans. ISG will share information on possible solutions and develop a draft plan. A second site visit will be planned and conducted to present and refine the draft plan.

Task 3: Ongoing Communication and Planning, Draft Plan – The ISG team will communicate with staff and the workgroup remotely through a series of phone conferences, emails and other media as necessary to review the findings of the data, policies, assessment and site visit; share expertise and information on possible solutions, and discuss/refine the ideas generated to inform a plan draft. ISG will utilize the information to produce a draft pedestrian and bicycle network action plan including routes, connections, strategies, locations for directional signage and destinations that should be signed, a written analysis of opportunities and challenges with solutions and a draft implementation strategy. Community members will vet the early draft to identify flaws or potential improvements. Site visit #2 will be planned and advertised.

Task 3 Deliverables: Final draft plan prepared for community presentation.

Task Hours: 70 Hours

Task 4: On-Site Visit #2 – BF staff and the ISG team will present the final draft plan(s) to community members and leaders for comment. This visit will include an educational workshop to share the information and solutions that the workgroup used to develop the plan. The intent is to provide attendees a thorough overview of how to improve conditions for walking and bicycling in Bonners Ferry and the health and economic benefits that implementing such a plan could provide. This should help daylight any concerns or barriers to implementing the plan. This site visit will also include meetings with city staff, workgroup, the transportation plan consultants and other entities who may have projects that will affect or be affected by the plan to refine implementation strategies and identify barriers. The ISG team will collect all feedback to incorporate into a final plan.

Task 4 Deliverables: Final draft plan presented, comments and concerns collected, implementation strategies refined and barriers identified.

Task Hours: 32 Hours, 16 travel time hours,

Task 5: Wrap Up – The final draft plan(s) will be edited to reflect the comments including recommended changes and additional implementation strategies identified during the second site visit. The plan will be prepared as a final document ready for consideration for formal adoption and reference by the appropriate jurisdictions and agencies.

Task 5 Deliverables: Final Plan documents prepared for consideration.

Task Hours: 40 hours

Task 6: Project Management – The ISG team will provide any quarterly updates requested, meet by phone with project leaders when called upon, and be accessible for project discussions throughout the schedule.

Task Hours: 20 hours



**Proposed Scope of Work: Bonners Ferry, Idaho,
Pedestrian, Bicycle Network Plan – with Branding Alternative**

Budget

Task	Total Hours	Costs
PHASE I		
1 – Organization, Assessment	70	\$3,850
1B – Organize for vision	6	\$ 330
2 – On-Site Visit #1	48	\$2,640
2B - Visit #1, Visioning	14	\$ 770
Phase I Labor	138	\$7,590
PHASE II		
3 – Communication, Draft Plan	70	\$3,850
4 – On-Site Visit #2	48	\$2,640
5 – Wrap-up	40	\$2,200
6 – Project Management	20	\$1,100
Phase II Labor	178	\$9,790
Direct Expenses	Travel: see below	\$1,800
Total Phase I & II	316	\$19,180
PHASE III		
7B – Develop Brand Alternatives	24	\$1,320
8 – On-Site Visit #3, Implementation	48	\$2,640
8B – On-Site Visit #3, Review Brand Alternatives	6	\$ 330
9B – Refine preferred design	16	\$ 880
Phase III Labor	94	\$ 5,170
Direct Expenses	Travel: see below	\$ 900
Total Phase III		\$ 6,070
Grand Total	410	\$25,250
Contingency	3%	\$ 750
GRAND TOTAL		\$26,000

Note: ISG contract labor rates at \$55/hour include administrative overhead costs

Direct Expenses:

Flights – 4 roundtrip @ \$200 each	= \$800
Rental car 3*\$35 + \$95 fuel = \$200 * 2	= \$400
Hotel Rooms - 2 nights @ \$100	= \$200
Per Diem- 8 Days (2 trips * 2 staff) @\$50/day	= \$400
TOTAL:	= \$1,800



Proposed Scope of Work: Bonners Ferry, Idaho, Pedestrian, Bicycle Network Plan – with Branding Alternative

Phase III – Initial Implementation: On-Site Visit #3 continued outreach – the ISG team will conduct a third on-site visit to be timed to assist with adoption and implementation of the plan as needed. The visit will include public outreach, expert advice and discussion with decision makers on implementation. This follow-up often is necessary to continue the momentum of a plan toward implementation. Real change on the ground is the goal.

Phase III – Develop Brand Alternatives: Following Phase I the ISG team will develop draft alternative graphic sketches utilizing themes identified by the workgroup that convey the vision developed in Task 1B and share these sketches with the workgroup members for comment. These will be presented at the third site visit and the alternatives refined.

Task 7B: Develop Brand Alternatives: Branding ideas will be vetted as graphics with visioning group and visual brand options created.

Task 7B Deliverables: Alternatives identified drafted and presented to workgroup for comments.

Task Hours: 24 hours

Task 8: On-Site Visit #3 and continue outreach – ISG team will conduct a third on-site visit to be timed to assist with adoption and implementation of the plan as needed. The visit will include public outreach, expert advice and discussion with decision makers on implementation. This follow-up often is necessary to continue the momentum of a plan toward implementation. Real change on the ground is the goal.

Alternative 2 task hours: 32 Hours, 16 travel hours

Task 8B: On-Site Visit #3 – ISG team will work with BF staff to present up to three alternative graphic design sketches. These draft brand designs will be reviewed with the visioning group.

Task 8B Deliverables: Brand design sketches reviewed with workgroup

Task Hours: 6 hours

Task 9B: Refine preferred design alternative – A preferred brand design will be refined into a brand template that may be used by Bonners Ferry as they determine.

Task 9B Deliverables: Brand template produced

Task Hours: 16 hours

Direct Expenses Phase III:

Flights – 2 roundtrip @ \$200 each	= \$400
Rental car 3*\$35 + \$95 fuel = \$200	= \$200
Hotel Rooms - 1 night @ \$100	= \$100
Per Diem- 4 full days (1 trip, * 2 staff)	= \$200
TOTAL:	= \$900

Note: Change orders or other tasks may be added if requested at Bonners Ferry's expense.



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between CITY OF BONNERS FERRY, a political subdivision of the state of Idaho, herein "ENTITY" and Idaho Smart Growth, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

Complete Phase 1 and 2 of Master Bike and Pedestrian Plan as described in attached Scope.

CONTRACTOR agrees to provide all materials and services for the project.

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

CONTRACTOR will work from December 1, 2017 and continue until December 1, 2018 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

Per attached quote, not to exceed \$19,180 without prior written approval from the City.

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

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

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

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

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

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

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

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

DATED this 29th day of November, 2017.

ENTITY:

CITY OF BONNERS FERRY

By

David Siris
David Siris, Mayor

CONTRACTOR:

By

SCOT OLIVER
SCOT OLIVER

Its

Executive Director

ATTEST:

Kris Larson
Kris Larson, Clerk

WITNESS:

Deanna [Signature]

Form and content approved by [Signature] as attorney for the City of Bonners Ferry.

ORDINANCE NO. 578

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, CREATING PROVISIONS WITHIN BONNERS FERRY CITY CODE TITLE TWO, CHAPTER FOUR, FOR THE ADOPTION OF AN ARTS COMMISSION; ESTABLISHING A TITLE; PROVIDING FOR A PURPOSE; PROVIDING FOR DEFINITIONS; PROVIDING FOR GENERAL REQUIREMENTS; PROVIDING FOR ADMINISTRATIVE RESPONSIBILITIES; SOURCE OF FUNDS; ESTABLISHING THE COMMISSIONS COMPOSITION AND TERMS; PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and City Council have deemed it in the public interest to create an Arts Commission within Bonners Ferry City Code Title Two, Chapter Four, for the purpose of recognizing the value of art in public places, to beautify public areas, and to enhance the overall quality of life for Bonners Ferry citizens.

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

Section 1: That Bonners Ferry City Code Section 2-4 is hereby created to read as follows:

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.