

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

Bonnors Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life. We are an inclusive city that welcomes all people, regardless of race, religion, color, national origin, sex, age, disability, sexual orientation, or gender identity and encourages their participation in city government and city programs.

AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 September 3, 2019 6:00 pm

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Fiscal Year 2020 Budget Hearing

PUBLIC COMMENTS

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

REPORTS

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

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the August 13, 2019 Special Council meeting minutes, August 20, 2019 Council meeting minutes

OLD BUSINESS

NEW BUSINESS

4. City – First Reading of Fiscal Year 2020 Appropriation Ordinance #583 by Title Only (attachment) {action item}
5. City – Suspend the Reading Rules and Adopt Fiscal Year 2020 Appropriation Ordinance #583 {action item}
6. Police – Authorize the Mayor to Sign the Memorandum of Understanding with the Boundary County School District for the School Resource Officer for 2019-2020 (attachment) {action item}
7. City – Consider 2019 Beverage License for The Badger's Den Pending Payment and Receipt of Proper Documentation (attachment) {action item}
8. City – Consider High 5 Expenditure for Mt. Hall Elementary School for a Trail System Around the School Property (attachment) {action item}
9. Electric – Authorize the Mayor to Sign Exhibit D Relating to the New BPA-20 Rates for Fiscal Year 2020 (attachment) {action item}
10. Electric – Consider Authorization to Advertise for the Penstock Repair Project at the Moyie Hydro (attachment) {action item}
11. Electric – Authorize the Mayor to Sign Easements Necessary for the Electric Re-route on Riverside Street (attachment) {action item}
12. Water – Update on Water Testing Results from the Department of Environmental Quality
13. City – Consider Declaring Pictures of Harold Buroker Surplus Property and Giving the Pictures to the Buroker Family (attachment) {action item}

ADJOURNMENT

MINUTES
SPECIAL CITY COUNCIL MEETING
Bonnars Ferry City Hall
7232 Main Street
267-3105
August 13, 2019
6:00 pm

Mayor David Sims called the Council meeting of August 13, 2019 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 and City Clerk/Treasurer Christine McNair. Members of the public present were: Sergey Tarasov, Brion Poston, Ralph Lotspeich and Loretta Hunsaker.

Mayor Sims switched item #1 & #2.

1. Electric – Rate Study Presentation by FSC Group {action item}

Mike gave a brief presentation regarding the Moyie Dam. Mike said we have been going through the rate study for a couple of years. Mike reviewed the projects in the Electric Department. Mike said the City produces an average of 30% power, the rest we purchase from Bonneville Power Administration. The electric rates have not increased since 2009. Mayor Sims said there is one large industrial customer that has a contract and their rate is adjusted every year. Mike said the dam was built in 1948. There have been significant improvements in concrete since 1948. The spillway concrete deterioration has been significant in the last few years. Mayor Sims said the Federal Energy Regulatory Commission (FERC) licenses and inspects the dam. Mike said FERC has been asking what the plans are for repairing the spillway. Mayor Sims said there have been several attempts over the years to repair the spillway. Adam asked how will we be able to seal the top to keep it from being undercut. Mike said the repair will go over the back of the dam also. Loretta asked if Mike has considered the federal regulations when determining the repair costs for the dam resurfacing. Mayor Sims said Mike has been working with FERC.

Sergey Tarasov with the FCS Group gave his presentation. Sergey said the first step is establishing the revenue requirements. The forecast period is a five year period. The three key elements are: residential customers, the large industrial customer and non-rate revenue. 2.9% inflation rate per year. Bonneville Power Administration (BPA) rate is not increasing on average. BPA has been depleting their reserves, they will be implementing a surcharge rate to rebuild their reserves, which will increase the rate about \$31,000 per year. The City purchases approximately 1.2 – 1.6 megawatts of Tier 2 power from BPA. The cost of the Tier 2 power is approximately 2.5 – 2.74 million dollars. The City needs to have about 1.3 million dollars on hand for operating reserves for a 90 day period. For capital and contingency reserves, the City should have about 1 million dollars. Mayor Sims said Council has set a target for reserves at 3 million dollars.

Sergey presented three scenarios: #1 pay as you go, #2 borrow for the spillway project only, #3 push spillway project out one more year. Scenarios #2 and #3 will be assumed under a revenue bond with a 20 year term with a 5% interest rate and a 1.5% issuance cost. Scenario #1 would require a 25.5% rate increase for the first two years, with is an approximate \$20.00 per month increase per household. Scenario #2 would require a 9.5% rate increase the first year, 7% rate increase the next three years. Scenario #3 would require a 9.5% rate increase the first year, with a 5% rate increase the second year, followed by a 4.6% rate increase the next two years. Rick asked if there will be a problem with FERC to push the repair out 2-3 years. Mike said he will have to discuss it with FERC. Mike believes FERC just wants a firm commitment that the repairs will be made. Valerie asked if the cost of the project will increase if the project is put off longer. Mike said that is a possibility. Sergey said the recommendation from FCS is option #2. Mayor Sims said the projected rates may fluctuate up or down depending on BPA rates. Sergey said the rate design was created to be an equal 9.5% increase for all classes and components. Residential inside city limit rate will increase from \$10.47 to \$11.46, the per kilowatt rate will increase from \$.06 to \$.0657 for the first year. Sergey said the next step is to decide which scenario the Council wants to use. Loretta asked why scenario #3 is not the option that is being recommended. Mayor Sims said it has to do with FERC requirements. Brion asked if there is a limit to how much rates can be raised. Mayor Sims said there is not. Mayor Sims said the next step is to engage bond council. Adam Arthur moved to direct staff to look closer at scenario two and three of the electric utility rate increase. Valerie Thompson seconded the motion. The motion passed with all in favor.

2. Golf – Consider Purchase of a Greens Mower (attachment) {action item}

Lisa said the greens mower has been on the purchase list for a while. The current mower has 6,192 hours, the new one has 960 hours. Lisa said the City is contractually obligated to provide the mowers for the golf course. Mayor Sims said he

thought we would have more time to approve the purchase, but the man wanted to sell it when he showed it to Ralph. Rick asked if there had been a VIN done. Ralph said the man purchased it at an estate sale and it is too big of a mower for his needs. Ralph said it was originally sold to Esmerelda Golf Course in 2001. Adam asked if this is a greens mower. Ralph said it is a tee mower. The current mower is being held together with rope. Ron asked what the life of this mower is expected to be. Ralph said approximately 4,000 hours. Valerie asked if there are other things that need to be changed to make this a greens mower. Ralph said no. Ron Smith moved to purchase the mower. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

ADJOURNMENT

The meeting adjourned at 7:05 pm

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
August 20, 2019
6:00 pm**

Mayor David Sims called the Council meeting of August 20, 2019 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 Engineer Mike Klaus, City Attorney Andrakay Pluid, City Clerk/Treasurer Christine McNair, Fire Chief Dave Winey and Police Chief Brian Zimmerman. Members of the public present were: Maricavee Cossette, Jerry Higgs, Dave Gray, Denise Crichton, Carolyn Testa, Matt Surprenant, Valerie Surprenant and Summer MacDonald.

PLEDGE OF ALLEGIANCE

GUEST

PUBLIC COMMENTS

Jerry Higgs said that he was struck by lightning last Wednesday.

REPORTS

Police Chief Brian Zimmerman officers have been busy on traffic enforcement. Valerie thanked Brian for his service that was written about him on the Kootenai Valley Times.

Fire Chief Dave Winey everything has been quiet.

City Engineer Mike Klaus said the City crews are busy with a lot of projects. Several people have asked about the silt that was removed. Mike said staff is inclined to allow people to take as much as they want. Adam asked if there is any concern about undercutting. Mike said there is not.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the July 23, 2019 Special Council meeting minutes, August 5, 2019 Special Council meeting minutes, August 6 Council meeting minutes
4. Treasurer's Report

Valerie Thompson moved to approve the consent agenda with corrections regarding the vision statement. Rick Alonzo seconded the motion. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

OLD BUSINESS

NEW BUSINESS

5. City – Consider Proposal for Visitor's Center Sign from Carolyn Testa {action item}

Mayor Sims said the current board is in need of replacement. Carolyn said she wants to have a polypropylene sandwich board that a plastic panel can be added to with a screen print decal affixed. Carolyn said she will pay for the new sign. Rick Alonzo moved to allow Carolyn Testa to proceed with different designs to present to Council for the restroom visitor center sign. Ron Smith seconded the motion. Adam asked if this is for vehicle or foot traffic. Valerie said this will be a great interim sign until the wayfinding signs are installed. The motion passed with all in favor.

6. City – Consider Memorandum of Understanding with the Idaho Department of Labor for the Visitor's Center (attachment) {action item}

Mayor Sims said memorandum of understanding has been reviewed and approved by Andrakay Pluid. Valerie Thompson moved to approve the memorandum of understanding with the Idaho Department of Labor the Visitor's Center and authorize the Mayor's signature. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

7. City – Consider Professional Services Contract with Panhandle Area Council for a New Urban Renewal District (attachment) {action item}

Mayor Sims said this is part of the process in forming a new urban renewal district. Andrakay has reviewed and approved the contract. The cost of the work to be performed by PAC is \$5,000. Ron asked David to briefly explain an urban

renewal district. Mayor Sims said the valuations in January of the year the district is formed, forms the base for the district. As development occurs in the district the difference between the base and the current valuation goes to the district. The money can be used for public improvement within the district. This district will include the previous Pape property, the undeveloped property behind it and the Armory. Rick Alonzo moved to enter into a professional services contract with Panhandle Area Council for a new urban renewal district and authorize the Mayor to sign. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

8. City – Consider Participation Agreement with the Urban Renewal Agency for a New Urban Renewal District (attachment) {action item}

Mayor Sims said this is the mechanism for the City to get reimbursed for the expense within the district. Adam Arthur moved to approve the participation agreement with the Urban Renewal Agency for a new urban renewal district and authorize the Mayor to sign the agreement. Valerie Thompson seconded the motion. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

9. City – Consider Contract with Andrakay Pluid for Legal Services for Fiscal Year 2020 (attachment) {action item}

Valerie asked if there are any changes to the agreement other than the wage. Andrakay said there are not. Ron Smith moved to enter into a contract with Andrakay Pluid for legal services for fiscal year 2020 and authorize the Mayor to sign the contract. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

10. Pool – Consider Contract Extension for Task Order #2 from Panhandle Area Council for the Pool Project (attachment) {action item}

Mike Klaus said the improvements have taken longer than was expected. The contract needs to be extended to the end of the year. Valerie Thompson moved to authorize the Mayor's signature on the contract extension for task order #2 from Panhandle Area Council for the pool project. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

11. Electric – Consider Engagement Letter with McAloon Law for Bond Services (attachment) {action item}

Mike Klaus said this is for improvements that are needed for the Moyie Dam spillway. Mike said the fees for the bond services are based on a percentage of the cost of the repair expenses. Mayor Sims said the fees are due upon closing, but wants to ask what happens if it does not close. Mike will ask for clarification on the bond fee. Adam asked how much the repair will cost an individual. Mike said this debt is included in the proposed fee increases. Rick Alonzo moved to engage McAloon Law for bond services per the proposal and authorize the Mayor to sign it, and get clarification on the closing costs. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

12. City – Consider Maintenance Agreement with DataTel (attachment) {action item}

Christine said she and Lisa have reviewed the proposals and feel that option A is the best one. It costs \$1,895.00 and included on site repairs. Option B costs \$895.00, does not include on site repairs and the mileage/labor rate starts when the technician leaves Meridian. Rick said one trip would cost more than that. Mike Valerie Thompson moved to authorize the Mayor to sign the DataTel maintenance service plan option A with an annual fee of \$1,895.00. Adam Arthur seconded the motion. The motion passed with all in favor.

ADJOURNMENT

The meeting adjourned at 6:26pm

Ordinance 583

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR, BEGINNING OCTOBER 1, 2019, APPROPRIATING THE SUM OF \$14,461,591 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF BONNERS FERRY, FOR SAID FISCAL YEAR, AUTHORIZING A LEVY OF SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE.

BE IT ORDAINED by the Mayor and City Council of the City of Bonners Ferry, Boundary County, Idaho

Section 1. That the sum of \$14,461,591 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Bonners Ferry, Boundary County, Idaho, for the fiscal year beginning October 1, 2019.

Section 2. That the objects and purposes for such appropriations are made as follows:

Proposed General Government Fund Expenditures

General Government	\$249,052	
Police Department & Police Grants	690,390	
Animal Control	11,010	
Fire Department	210,215	
Parks Department & Visitor Center	82,970	
Swimming Pool	64,760	
Golf Course	128,010	
Street Department	513,731	
South Hill Slough Grant	40,199	
D.A.R.E./School Resource Officer	53,472	
Economic Development Coordinator Grant	69,680	
Dike Maintenance	10,000	
Capital	0	
Inter-Department Contingency	433,339	
Total General Fund Expenditures		\$2,556,828

Proposed Enterprise Fund Expenditures

Electric Fund	7,832,508	
Water Fund	2,155,423	
Sewer Fund	1,754,072	
Garbage Fund	162,760	
Total Enterprise Expenditures		11,904,763

Total Expense Budget Fiscal Year 2019		<u>\$ 14,461,591</u>
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Section 3. That the general levy of \$656,667 on all taxable property within the City of Bonners Ferry be levied in an amount allowed by law for general purposes for said City, for the fiscal year beginning October 1, 2019.

Section 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. This ordinance shall take effect and be in full force on October 1, 2019, after its passage, approval and publication in the Bonners Ferry Herald, a newspaper of general circulation in the City of Bonners Ferry, and the official newspaper thereof.

PASSED under suspension of the rules upon which a roll call vote was taken and duly enacted an ordinance of the City of Bonners Ferry at a convened meeting of the Bonners Ferry City Council held on

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

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the City of Bonners Ferry Police Department and Boundary County School District effective September 1, 2019.

SECTION 1. PURPOSE OF MOU

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

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

SECTION 2. TERM

The term of this MOU shall begin on September 1, 2019 and end on August 31, 2020, unless terminated earlier as provided herein. The parties may renew this MOU only by separate written agreement or addendum hereto, which must be executed by both parties.

SECTION 3. MISSION, GOALS, AND OBJECTIVES

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

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

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

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

SECTION 4. ORGANIZATIONAL STRUCTURE

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

SECTION 5. PROCEDURES

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

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

SECTION 6. DUTIES AND RESPONSIBILITIES

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

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

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

SECTION 6. ENFORCEMENT

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

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

SECTION 7. TERMINATION

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

SECTION 8. HOLD HARMLESS

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

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

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

SECTION 9. NOTICE

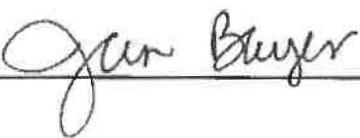
Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by email. If hand delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent. If served by mail, the notice shall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

Boundary County School District
Jan Bayer, Superintendent
7188 Oak Street
Bonners Ferry, ID 83805
jan.bayer@mail.bcsd101.com

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

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

BOUNDARY COUNTY SCHOOL DISTRICT:



Date: 8/21/19

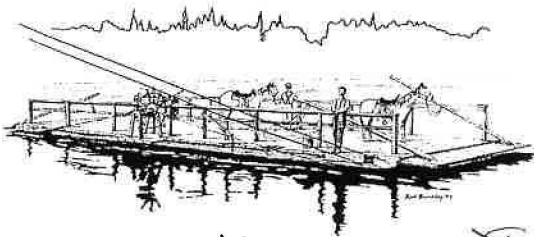
CITY OF BONNERS FERRY:

Brian Zimmerman, Chief of Police

Date: _____

David Sims, Mayor

Date: _____



CITY OF BONNERS FERRY

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

ALCOHOL BEVERAGE LICENSE APPLICATION

☐ Renewal ☒ New License ☒ Transfer

Year 2019

Applicant: Jayceen Swisher Business Phone: 208-267-1486

Business Name: The Badger's Den

Business Address: 6551 Main St

Mailing Address: 6551 Main St

SALES FOR ON PREMISES CONSUMPTION:

HARD LIQUOR: () 375.00 _____

BEER:

Container Only- Bottle and Can () 75.00 _____

Draught and Container- by Glass, Bottle, Can (X) 100.00 _____

WINE: (X) 100.00 _____

SALES FOR OFF PREMISES CONSUMPTION:

BEER:

Container Only- Bottle or Can () 25.00 _____

Keg, Draught/Jug and Container () 100.00 _____

WINE: () 100.00 _____

LICENSE TRANSFER FEE:

HARD LIQUOR () 50.00 _____

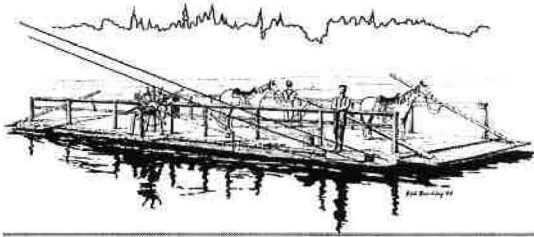
BEER and WINE () 50.00 _____

TOTAL _____

Please submit copies of your State and County Alcohol Beverage Licenses along with a check made out to: *The City of Bonners Ferry*; or mail to: *PO Box 149, Bonners Ferry, Idaho 83805* before the issuance of your license upon approval of City Council.

8/30/19
Date of Application

Jayceen Swisher
Applicant Signature



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 *LMA*

DATE: August 28, 2019

RE: Mt. Hall- High 5 Funding Request

Mt. Hall Elementary is seeking funding from the City's High 5 grant to construct a trail at the elementary school where students would use the trail as part of their PE curriculum. The total costs, which includes both supplies and labor is estimated at \$2,800.00 but they are only asking for \$600.00. The school has already secured \$2,200 through other sources.

The High 5 Steering Committee at the August 21, 2019 meeting recommended that Council fund the \$600.00.

Please let me know if you have any questions.

August 21, 2019

High Five Grant Bonners Ferry-Project Request

Walking Path to Promote Healthy, Active Lifestyles presented by Mrs. Lisa Iverson, Mt. Hall Elementary Principal

Proposed Items: 8 loads of gravel ($\frac{3}{4}$ minus) for walking path at Mt. Hall Elementary.

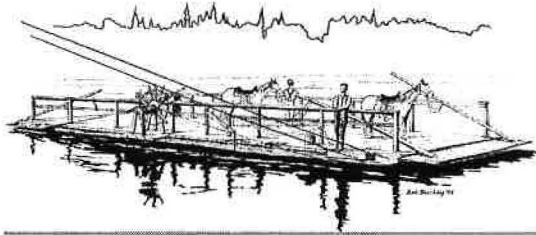
Purpose: A walking path at Mt. Hall Elementary is going to help Mt. Hall students lead a healthy and active lifestyle. During the school year, students will utilize the track during P.E., recess, and our annual Jog-a-Thon. During non-school hours, the playground is enjoyed by the Copeland community. The community could utilize the walking path too.



Funding Request:

Funding in the amount of \$600 to help cover the following cost estimates:

- 8 loads of gravel ($\frac{3}{4}$ minus)
 - Option One: Single truck (88 yards) \$2262
 - Option Two: Truck and pup (160 yards) \$3360



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 *LMA*

DATE: August 28, 2019

RE: **BPA Rates for FY2020**

The attached contract between the city and BPA includes a revised section of the BPA purchase agreement, specifically to Exhibit D relating to the GMS reservation fee for the FY 2020 – FY 2021 Rate Period that will take effect on October 1.

Based on the contract, the cost goes down slightly for Generation Management Services from previous rate periods.

The attached revision sheet need signature by the Mayor in cooperation with BPA so that the rates can take effect on October 1st. A motion to authorize the Mayor to sign Exhibit D is recommended by Staff.

Please let me know if you have any questions.

Revision No. 5, Exhibit D
ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS
Effective October 1, 2019

This revision: (1) includes a clean-up edit in section 2.1; (2) updates section 3.3 to add the GMS reservation fee for the FY 2020 – FY 2021 Rate Period; and (3) updates the Revisions clause in section 5.

1. CF/CT AND NEW LARGE SINGLE LOADS

1.1 CF/CT Loads

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

1.2 Potential NLSLs

Bonnors Ferry has no identified potential NLSLs.

1.3 Existing NLSLs

Bonnors Ferry has no existing NLSLs.

2. RESOURCE SUPPORT SERVICES

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

2.2 If Bonners Ferry adds a new Specified Resource within a Purchase Period to meet its obligations to serve Above-RHWM Load with Dedicated Resources, consistent with section 3.5.1 of the body of this Agreement, Bonners Ferry may purchase DFS or FORS to support such resource. Bonners Ferry shall request a copy of the then-current DFS or FORS standard contract provisions from

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

3. GRANDFATHERED GENERATION MANAGEMENT SERVICE (GMS)

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

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

3.1 Load Shaping Charge

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

3.2 Demand Charge

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

3.3 Reservation Fee for GMS

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

shall calculate Bonners Ferry's reservation fee using an expected outage ratio for Moyie, based on past generation data, and the Demand Rate as established in BPA's Wholesale Power Rate Schedules and GRSPs.

Monthly GMS Reservation Fee					
Fiscal Year	2012	2013	2014	2015	2016
\$/month	874	874	771	771	866
Fiscal Year	2017	2018	2019	2020	2021
\$/month	866	809	809	805	805
Fiscal Year	2022	2023	2024	2025	2026
\$/month					
Fiscal Year	2027	2028			
\$/month					

4. LIMITATIONS ON EXCHANGE OF EXISTING RESOURCES

4.1 Option on Full ASC Participation and Alternative Contract

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

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

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

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

4.2 Actions

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

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

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

Where:

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

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

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

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

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

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

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

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

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

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

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

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

Where:

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

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

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

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

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

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

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

Where:

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

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

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

Where:

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

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

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

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

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

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

4.3 Criteria

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

4.4 Option

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

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

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

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

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

5. REVISIONS

Except for revisions to section 1, CF/CT and New Large Single Loads for determinations made by BPA under section 23.3 of the body of this Agreement and section 1 of this Exhibit D, and except for revisions to update the Grandfathered Generation Management Service (GMS) table in section 3.3 above, this exhibit shall be revised by mutual agreement of the Parties to reflect additional products Bonners Ferry purchases during the term of this Agreement.

6. SIGNATURES

This Revision may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Revision as of the last date indicated below.

THE CITY OF BONNERS FERRY, IDAHO

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By

By

Name

Name

Michael R. Normandeau

(Print/Type)

(Print/Type)

Title

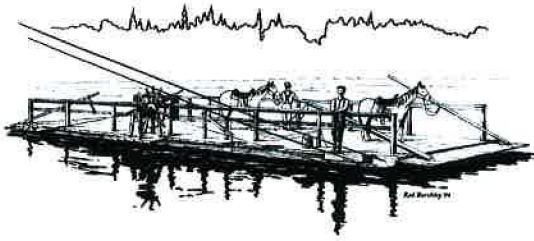
Title

Account Executive

Date

Date

(PSE-W:\power\CONTRACT\CUSTOMER\Bonners Ferry.cty\13010\Exh D\13010 Exh D R5.doc) 08/27/19



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

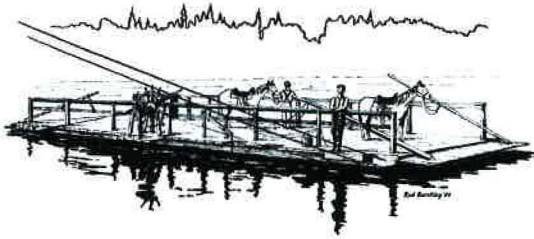
Date: August 30, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: Electric Department - Moyie Dam - Penstock Valve Stem Repair

City staff is hoping to have a contractor complete repairs to the penstock valve stem and to place seven sections of trash rack for the lower level outlet valve at the Moyie Dam. With this memo I am requesting that the Council authorize staff to advertise the project for public bid.

Please contact me with any questions you may have.

Thank you,

Mike



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: August 30, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: Electric Department - Riverside Project - Electric Easements

The County is tentatively scheduled to complete a rebuild of Riverside Street from City limits to the refuge, beginning in April of 2020. In order to reconstruct the road, all of our existing electrical infrastructure will need to be moved from the rock point to the Deep Creek bridge.

To complete the electrical reconstruction, the City will need additional easements from landowners adjacent to Riverside. The easements will require a signature from the Mayor. With this memo, I am requesting that the Council authorize the Mayor to sign the easements required to reconstruct our electrical infrastructure from City limits to Deep Creek on Riverside Street. I have attached a copy of the general easement language that is being proposed to landowners.

Please contact me with any questions you may have.

Thank you,

Mike

EASEMENT AGREEMENT

This Easement Agreement entered into between _____, whose mailing address is _____, and The City of Bonners Ferry, hereinafter GRANTEE, whose address is 7232 Main St., Bonners Ferry, ID 83805, do hereby agree as follows:

WHEREAS, GRANTOR owns property through which the GRANTEE desires to construct and maintain electric conductor, junction boxes, transformers, and associated appurtenances; and

WHEREAS, it is a benefit to the GRANTOR that the electric conductor be constructed through the GRANTOR'S property; and

WHEREAS, without the actual installation of the electric conductor a specific location on the GRANTOR'S property where the electric conductor will be located cannot be identified; and

WHEREAS, for the purpose of getting the electric conductor constructed it is the desire of the parties that the GRANTOR convey to the GRANTEE an easement over a larger portion of the GRANTOR'S property until such time as a more definitive location can be identified.

NOW THEREFORE, it is agreed as follows:

1. GRANTOR, for good and valuable consideration, does hereby grant to GRANTEE an easement for the purpose of construction, maintenance and operation of electric conductor and appurtenances over property owned by the GRANTOR. The land affected by this grant of easement is located in Boundary County and more particularly described as follows:

Legal description of the land

2. GRANTEE agrees that once the electric conductor is completed to have the actual location of the electric conductor surveyed and to have that survey recorded.

3. GRANTOR and GRANTEE agree that once the survey is completed that the parties will enter into a new Easement Agreement. That new Easement Agreement shall release the easement over the above described property and grant a new perpetual, permanent easement over that portion of the property where the electric line is actually located as shown on the survey, plus 5 feet each side of the electric conductor for use by the GRANTEE for installation and maintenance of the electric conductor, and appurtenances, and ingress and egress thereto.

4. The parties agree that in the event that either party breaches the terms of this Easement Agreement, the non-breaching party may enforce this Easement Agreement through a cause of action for specific performance.

5. The parties agree that this Easement Agreement shall run with the land and be binding upon the GRANTOR'S heirs and assigns and shall be for the benefit and use of the GRANTEE, its heirs and assigns forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this _____ day of _____, 2019.

GRANTOR

GRANTEE
City of Bonners Ferry

By _____
Its _____

STATE OF IDAHO)
 :SS
County of Boundary)

On this ____ day of _____, 2019, before me, a Notary for the state of Idaho, personally appeared _____ known, or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

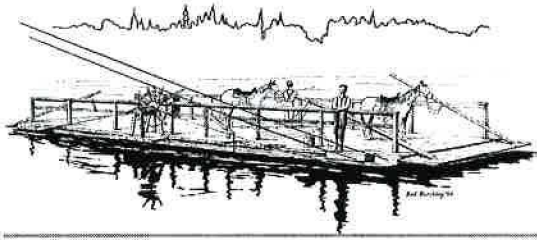
Notary Public for the state of Idaho
Residing at:
Commission Expires:

STATE OF IDAHO)
 :SS
County of Boundary)

On this ____ day of _____, 2019, before me, a Notary for the state of Idaho, personally appeared _____ and _____ known, or identified to me to be the _____ and _____, of the City of Bonners Ferry, Bonners Ferry, Idaho, executing the herein instrument, and acknowledged to me that such the City of Bonners Ferry executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the state of Idaho
Residing at:
Commission Expires:



CITY OF BONNERS FERRY

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

Memo

To: Mayor and City Council
From: Christine McNair, Clerk/Treasurer
Date: August 29, 2019
Re: Harold Buroker Pictures

There are two pictures of Harold Buroker's hunting trips, hanging near the water fountain. Harold's son, Steve is interested in having the pictures. Please consider declaring the pictures surplus property and giving the pictures to Harold Buroker's family.

Thank you,

Christine McNair
Clerk/Treasurer