

## 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. We are a city that welcomes all people.

### AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 September 21, 2021 6:00 pm

Join video Zoom meeting: <https://zoom.us/j/17672764>

Meeting ID: 176727634

Join by phone: 253-215-8782

### PLEDGE OF ALLEGIANCE

### PUBLIC COMMENTS

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

### REPORTS

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

### CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the September 7, 2021 Council meeting minutes
4. Hydro – Consider authorizing the Mayor to sign the contract with Loe Tech for fiber connection services (attachment)
5. Street – Consider authorizing the Mayor to sign Pay Request #1 for Wink Inc. for the Garden Lane Project (attachment)

### OLD BUSINESS

6. **Planning** – Consider authorizing the Mayor to sign the contract with Reun-Yeager & Associates for planning services (attachment) {action item}

### NEW BUSINESS

7. **Water** – Consider authorizing the Mayor to sign Change Order #1 and Change Order #2 for the Highway 95 Water Relocation Project (attachment) {action item}
8. **Electric** – Consider authorizing the Mayor to sign the letter to Bonneville Power Administration for the Tier 2 Short Term Rate (attachment) {action item}
9. **Fire** – Consider authorizing the Mayor to sign the contract with the Kootenai Tribe of Idaho for fire protection services for fiscal year 2022 (attachment) {action item}
10. **City** – Consider the quote for flower baskets for fiscal year 2022 from Priest Gardens (attachment) {action item}

### ADJOURNMENT

**MINUTES  
CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
September 7, 2021  
6:00 pm**

Mayor Dick Staples called the Council meeting of September, 2021, to order at 6:00 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, City Clerk/Treasurer Christine McNair, Economic Development Coordinator Dennis Weed and Police Chief Brian Zimmerman. Members of the public present were: Denise Crichton, Dave Gray, Robert Lavala, Rose Shababy and David Clark.

**Join video Zoom meeting: <https://zoom.us/j/17672764>**

**Meeting ID: 176727634**

**Join by phone: 253-215-8782**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

Fiscal year 2022 budget

Mayor Staples opened the public hearing at 6:02 pm. There were no public comments

Mayor Staples closed the public hearing at 6:02 pm.

**PUBLIC COMMENTS**

Dave Gray spoke regarding the Garden Lane Project

**REPORTS**

City Administrator Lisa Ailport said Garden Lane is open. The pool has closed for the season after a three-week extension. The Comprehensive Plan RFQs were received and a committee is currently working through those and preparing for interviews.

City Engineer Mike Klaus showed a power point presentation and spoke regarding the Spillway Rehabilitation Project. Mayor Staples thanked Mike for all of the work to keep the costs in budget. Ron asked about the waterline project on the highway.

Economic Development Coordinator Dennis Weed said employment is still low. Some employers are having difficulty finding people willing to work. Great summer for most of the businesses with all of the vacation traffic.

**CONSENT AGENDA – {action item}**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the August 17, 2021 Council meeting minutes
4. Electric – Consider authorizing the Mayor to sign the contract with Asplundh Tree Expert, LLC for tree trimming near electric lines (attachment)
5. Police – Consider authorizing the Mayor to sign the memorandum of understanding with the Boundary County School District for the School Resource Officer (attachment)
6. Police – Consider authorizing the Mayor to sign the contract with Second Chance Animal Adoption for fiscal year 2022 (attachment)
7. City – Consider authorizing the Mayor to sign the contract with Pass Word for one call services (attachment)
8. Electric – Consider authorizing the Mayor to sign Pay Request #3 for S & L Underground for the Moyie Dam Concrete Rehabilitation Project (attachment)

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

**OLD BUSINESS**

**NEW BUSINESS**

9. **City** – First Reading of Fiscal Year 2022 Appropriation Ordinance #599 by Title Only (attachment) {action item}  
Mike Klaus read the ordinance by title only

10. **City** – Suspend the Reading Rules and Adopt Fiscal Year 2022 Appropriation Ordinance #599 {action item}  
Adam Arthur moved to suspend the reading rules and adopt Fiscal Year 2022 Appropriation Ordinance #599. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Ron Smith – yes

11. **Police** – Consider the request for Electronic Tickets for the patrol vehicles (attachment) {action item}  
Brian said the director from the Office of Highway Safety offered to refund the cost of the equipment for each patrol vehicle. The equipment will be: a laptop, scanner, and printer. The advantages will be huge for the future. Mayor Staples asked if any local departments are using the equipment. Brian said Sandpoint and ISP. Ron Smith moved to purchase the equipment for each patrol vehicle with the approximate cost of \$38,000, with reimbursement within 60 days after purchase. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Ron Smith – yes

12. **Electric** – Consider authorizing the Mayor to sign Change Order #1 for the Moyie Dam Concrete (attachment) {action item}  
Mike asked if there were any questions. Mayor Staples asked if there is an agreed amount. Mike said the \$77,000 is not an agreed upon. Adam said Schedule C has more changes than Schedule A, which is a larger area. Mike said there were more losses on Schedule C than Schedule A. Valerie Thompson moved to authorize the Mayor to sign Change Order #1 for the Moyie Dam Concrete in the amount of \$77,000. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Ron Smith – yes

13. **Sewer** – Consider the request for the Lift Station #1 replacement (attachment) {action item}  
Mike said this was budgeted for FY21. Mayor Staples asked when this will happen. Mike said late October or November. Adam Arthur moved to authorized staff to spend up to \$90,000 for the Lift Station #1 replacement. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Ron Smith – yes

14. **Planning** – Consider authorizing the Mayor to sign the contract with Reun-Yeager & Associates for planning services (attachment) {action item}  
Lisa said this was presented prior to the budget meetings. Mayor Staples said the rates have been the same since 2018. The rate increases are: senior planner 30%, assistant planner 20% and permit technician 12%. Mayor Staples feels this is a substantial increase. Valerie asked if the City has the discretion to request the assistant planner or senior planner. Lisa said that is more of a Ruen-Yeager decision. Dave Gray said he is on Planning and Zoning and he urges Council to support Planning & Zoning. Valerie feels the planner has been doing a good job. Mayor Staples is interested in tabling this item until Council has had time to consider this more. Adam asked if there are other options. Lisa said there are always options. Adam is wondering what other firms do. Lisa said there aren't really any other local firms. Mayor Staples tabled this item until the next meeting.

15. **City** – Consider the amended COVID Leave Policy (attachment) {action item}  
Valerie suggested amending the COVID Leave Policy due to resurgence of COVID. Ron asked if the employees have to use their PTO. Valerie said employees have to use PTO and Sick leave prior to using 80 hours of COVID Leave. Ron is in favor of the employees not using the PTO Leave. Valerie Thompson moved to extend the COVID Leave Policy with the amendments, including the 18 month section, until February 28, 2022. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Ron Smith - no

16. **City** – Fee schedule workshop  
Mayor Staples tabled this item until the next meeting.

## ADJOURNMENT

The meeting adjourned at 7:00 pm.

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Loe Tech, aka Mark Loe Consulting, LLC 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:

Assist the city with connecting fiber lines with camera system and other equipment on the fiber system. Work is limited to the fiber connection from the Hydro, GSU and Powerhouse. Contract shall provide all required parts for completion of the job. The Contractor shall invoice the city for any parts used as part of the project.

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

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

[x] CONTRACTOR shall commence work on the project by September 21, 2021 and complete the project by September 24, 2021.

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

[X] The sum of \$ 125.00, per hour for work outlined above.

[X] Total not to exceed \$1,250.00.

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

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

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

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

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

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

10. **CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

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

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

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

ENTITY:

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

CONTRACTOR:

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

By \_\_\_\_\_  
James R. Staples, Mayor

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

ATTEST:

\_\_\_\_\_  
Christine McNair, Clerk

WITNESS:

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

**Form and content approved by Andrakay Pluid as attorney for City of Bonners Ferry**

# WINK INC.

Crushing. Hauling. Excavating. Bonners Ferry, ID 208-267-5804

<b>To:</b> City of Bonners Ferry	<b>Contact:</b> Mike Klaus
<b>Address:</b> 7232 Main St Bonners Ferry, ID 83805	<b>Phone:</b> 208-267-3105
	<b>Email:</b> <a href="mailto:mklaus@bonnersferry.id.gov">mklaus@bonnersferry.id.gov</a>
<b>Project Name:</b> Garden Lane Road Improvements	<b>Invoice Number:</b> 109162021
<b>Project Location:</b> Bonners Ferry	<b>Invoice Date:</b> 9/16/2021

## Bid Schedule A: Garden Lane Road Improvements Phase 1

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
2010.4.1.A.1.	Mobilization	LS	1	LUMP SUM	\$20,000.00
1001.4.1.A.1.	Sediment Control and Construction Site Management	LS	1	LUMP SUM	\$2,500.00
201.4.1.C.1.	Removal of Obstructions	LS	1	LUMP SUM	\$500.00
1103.4.1.A.1.	Construction Traffic Control	LS	1	LUMP SUM	\$500.00
1105.4.1.A.1.	Permanent Signing - <del>Removed in CO1</del>	EA	1	\$1,000.00	\$1,000.00
202.4.1.A.1.	Roadway Excavation	CY	160	\$25.00	\$4,000.00
307.4.1.E.1.	Type "C" Surface Restoration (Gravel Roadway)	SY	50	\$50.00	\$2,500.00
601.4.1.A.5.	8-inch Storm Drain Pipe - Class 3034 PVC	LF	170	\$90.00	\$15,300.00
601.4.1.A.17.	18-inch Storm Drain Pipe Class HDPE	LF	165	\$100.00	\$16,500.00
602.4.1.F.1.	Catch Basin - Type 3	EA	3	\$3,500.00	\$10,500.00
602.4.1.H.1.	Concrete Storm Vault	EA	1	\$5,000.00	\$5,000.00
802.4.1.B.1.	Crushed Aggregate for Base Type I (3/4 in. Base Course)	TON	305	\$20.00	\$6,100.00
802.4.1.B.3.	Crushed Aggregate for Base Type II (Ballast)	TON	605	\$18.00	\$10,890.00
2050.4.1.C.1.	Subgrade Separation Geotextile - <del>Removed in CO1</del>	SY	870	\$4.00	\$3,480.00
810.4.1.A.1	Plant Mix Pavement - Roadway	TON	165	\$130.00	\$21,450.00
810.4.1.B.1.	Plant Mix Pavement - Pathway	TON	55	\$150.00	\$8,250.00
706.4.1.H.1.	Pedestrian Ramp w/ Detectable Warning Domes - Type F	EA	1	\$4,500.00	\$4,500.00
2040.4.1.A.1.	Fence, Type 4 Chain Link Class 1	LF	165	\$40.00	\$6,600.00
1005.4.1.B.1.	Temporary Hydromulching	SY	500	\$4.00	\$2,000.00
<b>TOTAL OF BID SCHEDULE A</b>					<b>\$141,570.00</b>

**Bid Schedule B: Garden Lane Road Improvements Phase 2**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
2010.4.1.A.1.	Mobilization	LS	1	LUMP SUM	\$12,418.00
1001.4.1.A.1.	Seiment Control and Construction Site Management	LS	1	LUMP SUM	\$500.00
1103.4.1.A.1.	Construction Traffic Control	LS	1	LUMP SUM	\$1,000.00
1105.4.1.A.1.	Permanent Signing - Removed in CO1	EA	1	\$1,000.00	\$1,000.00
202.4.1.A.1.	Roadway Excavation	CY	100	\$25.00	\$2,500.00
307.4.1.E.1.	Type "C" Surface Restoration (Gravel Roadway)	SY	290	\$50.00	\$14,500.00
602.4.1.F.1.	Catch Basin - Type 3	EA	1	\$3,500.00	\$3,500.00
802.4.1.B.1.	Crushed Aggregate for Base Type I (3/4 in. Base Course)	TON	166	\$20.00	\$3,320.00
802.4.1.B.3.	Crushed Aggregate for Base Type II (Ballast)	TON	485	\$18.00	\$8,730.00
2050.4.1.C.1.	Subgrade Separation Geotextile - Removed in CO1	SY	1088	\$4.00	\$4,352.00
810.4.1.A.1.	Plant Mix Pavement - Roadway	TON	203	\$130.00	\$26,390.00
706.4.1.E.1.	Concrete Sidewalks, Thicckness 4"	SY	205	\$100.00	\$20,500.00
706.4.1.H.1.	Pedestrian Ramp w/ Detectable Warning Domes - Type F	EA	4	\$4,500.00	\$18,000.00
901.4.1.C.1.	Pressure Irrigation - Line Adjustment - Removed in CO1	LF	235	\$40.00	\$9,400.00
1005.4.1.B.1.	Temporary Hydromulching	SY	220	\$6.00	\$1,320.00
<b>TOTAL OF BID SCHEDULE B</b>					<b>\$127,430.00</b>

<b>TOTAL OF BID SCHEDULE A + BID SCHEDULE B</b>	<b>\$269,000.00</b>
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<b>CHANGE ORDER #1</b>	<b>-\$11,684.00</b>
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<b>PROJECT TOTAL (SCHEDULE A + SCHEDULE B + CHANGE ORDER #1)</b>	<b>\$257,316.00</b>
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**RUEN-YEAGER & ASSOCIATES, INC.**  
ENGINEERS ♦ PLANNERS ♦ SURVEYORS

May 17, 2021

Lisa Ailport  
City Administrator  
City of Bonners Ferry  
P.O. Box 149  
Bonners Ferry, Idaho 83805

**Re: Contract Land Use Planner Rate Increase**  
**Project No.: S133016**

Dear Mrs. Ailport:

Ruen-Yeager & Associates, Inc. (RYA) would like to provide advance notice to you during your 2022 fiscal budgeting process that RYA is requesting a rate adjustment for its planning services.

RYA is proud of the quality planning services we have been providing to you and appreciate the cooperative relationship we have with you. The company successfully bridged the 2020 COVID-19 shutdown without any work stoppage because we invested in a cloud file service that allowed us to work from home or office and continue to process permits and address your needs.

RYA has been providing municipal contract land use planner services, which include experienced planners, clerical support, mapping and processing programs, electronic file storage, and office equipment. Since 2012, the services have been charged at a below market rate of:

Senior Planner \$65.00/hour  
Assistant Planner \$50.00/hour  
Permit Technician \$40.00/hour

RYA has maintained this consistent rate among all of our municipal clients in order to provide a uniform service to all of our communities.

Please accept this letter as notification of a rate adjustment to our contract planning services, effective October 1, 2021.

Senior Planner \$85.00/hour  
Assistant Planner \$60.00/hour  
Permit Technician \$45.00/hour  
Clerical (requested scanning and copying): \$35.00/hour plus cost of paper copies

The adjustment is a result of increasing costs in providing quality responsive contract planning services.

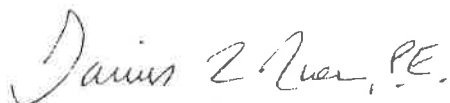
Ruen-Yeager has added staff to meet the demands of our municipal clients and a growing Land Use Planning Department. We are confident in the value of our services and appreciate your understanding that this rate increase means we can continue to provide you with quality responsive services for the coming year.



*Contract Land Use Planner Rate Increase*  
*Project No. S133016*  
May 17, 2021  
Page 2

We value you as a client and want to continue serving you. If you have any questions or concerns about this increase, please don't hesitate to call.

Sincerely,  
**RUEN-YEAGER & ASSOCIATES, INC.**

A handwritten signature in cursive script that reads "Darius L. Ruen, P.E.".

Darius L. Ruen, P.E.  
Principal





# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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**Date:** September 15, 2021  
**To:** City Council  
**From:** Mike Klaus, City Engineer  
**Subject:** Water - Water Relocation and Adjustments; US-95 MP 505.0 to MP 506.3  
- Change Orders 1 and 2

Attached with this memo are two change orders related to the water relocation project being completed by Wink Inc. for Phase 2 of the Highway 95 project. Change Order #1 is related to time of completion. Shown below is the original date as well as the revised time of completion:

	Original Dates	Revised Dates
Substantial Completion	<i>September 30, 2021</i>	<i>October 14, 2021</i>
Final Completion	<i>October 18, 2021</i>	<i>November 1, 2021</i>

Change Order #2 addresses a required change that includes extending a water main an additional 48 feet. This occurred because the record drawings for the location of the tie-in was incorrect and needed to be extended to complete the connection. The additional cost of the water main extension is \$4,908.00.

I recommend that Council approve both Change Orders #1 and #2 for the water relocation project.

Please contact me with any questions about this proposal.

Thank you,

Mike

**CHANGE ORDER NO.: No. 2**

Owner:	<b>City of Bonners Ferry</b>	Owner's Project No.:	<b>N/A</b>
Engineer:	<b>HMH Engineering</b>	Engineer's Project No.:	<b>M18004</b>
Contractor:		Contractor's Project No.:	
Project:	<b>Water Relocation and Adjustments; US-95 MP 505.0 to 506.3</b>		
Contract Name:	<b>Agreement Between Owner and Contractor for Construction Contract</b>		
Date Issued:		Effective Date of Change Order:	


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

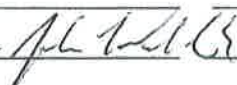
Description: This work will extend the water main line 48-feet to connect into existing. The location of the existing was different than record location.

Attachments:

**Excel Sheet Change Order No. 2**

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>374,242.00</u>	Original Contract Times: Substantial Completion: <u>September 30, 2021</u> Ready for final payment: <u>October 18, 2021</u>
Increase from previously approved Change Orders No. 1 to No. 1 \$ <u>374,242.00</u>	Increase from previously approved Change Orders No.1 to No. 1.: Substantial Completion: <u>October 14, 2021</u> Ready for final payment: <u>November 1, 2021</u>
Contract Price prior to this Change Order: \$ <u>374,242.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 14, 2021</u> Ready for final payment: <u>November 1, 2021</u>
Increase this Change Order: \$ <u>4,908.00</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>379,150.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 14, 2021</u> Ready for final payment: <u>November 1, 2021</u>

Recommended by HMH engineering	Authorized by City of Bonners
By: <u>CE STEGEMAN</u> 	_____
Title: <u>PROJECT MANAGER</u>	_____
Date: <u>9/8/2021</u>	_____

Authorized by Wink Inc.	
By: <u>Jordan Winkelse</u> 	_____
Title: <u>Project Manager</u>	_____
Date: <u>9/9/21</u>	_____

**CHANGE ORDER NO.: No. 1**

Owner:	<b>City of Bonners Ferry</b>	Owner's Project No.:	<b>N/A</b>
Engineer:	<b>HMH Engineering</b>	Engineer's Project No.:	<b>M18004</b>
Contractor:		Contractor's Project No.:	
Project:	<b>Water Relocation and Adjustments; US-95 MP 505.0 to 506.3</b>		
Contract Name:	<b>Agreement Between Owner and Contractor for Construction Contract</b>		
Date Issued:	<b>June 29, 2021</b>	Effective Date of Change Order:	

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

Description:

**Change Date of Substantial Completion and Final Payment to match Addendum No. 1**

Attachments:

**Addendum No. 1**

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>374,242.00</u>	Original Contract Times: Substantial Completion: <u>September 30, 2021</u> Ready for final payment: <u>October 18, 2021</u>
Increase from previously approved Change Orders. \$ <u>374,242.00</u>	[Increase] [Decrease] Increase from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>374,242.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 30, 2021</u> Ready for final payment: <u>October 18, 2021</u>
[Increase] [Decrease] this Change Order: \$ <u>0</u>	Increase this Change Order: Substantial Completion: <u>October 14, 2021</u> Ready for final payment: <u>November 1, 2021</u>
Contract Price incorporating this Change Order: \$ <u>374,242</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 14, 2021</u> Ready for final payment: <u>November 1, 2021</u>

Recommended by HMH engineering	Authorized by City of Bonners
By: <u>GE SIEGFORD</u>	_____
Title: <u>PROJECT MANAGER</u>	_____
Date: <u>9/8/21</u>	_____

Authorized by Wink Inc.	
By: <u>Jordan Winkelseth</u>	_____
Title: <u>Project Manager</u>	_____
Date: <u>9/9/21</u>	_____



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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**TO:** Mayor and City Council  
**FROM:** Mike Klaus, City Engineer  
**DATE:** September 15, 2021  
**RE:** Bonneville Power Administration (BPA) Tier 2 Short-Term Rates

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The attached document is the City's power purchase obligation as it relates to Tier 2 Rates from BPA. The letter attached with the document was developed for the Mayor to sign if the Council opts to continue purchasing Tier 2 power from BPA, and not through a non-federal resource.

The letter lets BPA know that the City's intention is to purchase Tier 2 from them and not another resource. I recommend that the Council approve the Mayor to sign the document, as I do not see that another resource would be in the best interest of the City.

Please let me know if you have any questions.

Thank you,

A handwritten signature in blue ink that reads "Mike".

Mike



## CITY OF BONNERS FERRY

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

September 21, 2021

Mr. Mike Normandeau  
Account Executive, Power Services  
Bonneville Power Administration  
PO Box 640  
Ronan, MT 59864

Dear Mr. Normandeau,

In accordance with the terms of the City of Bonners Ferry's Power Sales Agreement 09PB-13010, I am hereby making our election for Above Rate Period High Water Mark (RHWM) Load power supply for the fourth Purchase Period beginning October 1, 2024 through September 30, 2028.

The City of Bonners Ferry elects to use Alternative A ("Customer Planned Load Not Otherwise Served") of the Tier 2 Short-Term Rate (Section 2.4.1.1 of Exhibit C of the Power Sales Agreement). The table below indicates the "up to" amounts of Dedicated Resources that the City of Bonners Ferry elects to use to serve its Above-RHWM load for each year of the fourth Purchase Period, as applicable.

Fourth Purchase Period Dedicated Resource Elections					
	2024	2025	2026	2027	2028
Election (aMW)	0	0	0	0	0

Furthermore, the City of Bonners Ferry elects the "round down" option offered by BPA for the fourth Purchase Period. By electing the "round down" option, after the Above-RHWM load amounts are set in the applicable RHWM process, the Dedicated Resource amounts will be "rounded down" to the next lowest whole average megawatt amount, if necessary. Any fractional megawatt amount resulting from the rounding down will be served at the Tier 2 Short Term Rate.

At this point in time, the City of Bonners Ferry is not adding a Specified Resource to its Exhibit A and therefore the Dedicated Resource amounts stated above will be served with Unspecified Resource Amounts. Notwithstanding the foregoing, the City of Bonners Ferry reserves its right to add Specified Resources pursuant to Section 3.5.1.2 of the Power Sales Agreement.

Thank you for your consideration.

Sincerely,

James R. "Dick" Staples, Mayor

**Revision No. 7, Exhibit C  
PURCHASE OBLIGATIONS  
Effective March 31, 2021**

This revision updates section 2.5.2 to add Bonners Ferry's Tier 2 purchase amounts for the FY 2022 – FY 2023 Rate Period.

**1. FIRM REQUIREMENTS POWER AT TIER 1 RATES**

The portion of Bonners Ferry's purchase obligation that is priced at Tier 1 Rates is established in section 8.1(1) of the body of this Agreement.

**2. FIRM REQUIREMENTS POWER AT TIER 2 RATES**

**2.1 Notice to Purchase Zero Amounts at Tier 2 Rates**

If Bonners Ferry elects not to purchase Firm Requirements Power at Tier 2 Rates for a Purchase Period, then by March 31 immediately following the corresponding Notice Deadline, BPA shall update this exhibit to indicate such election by adding an "X" to the applicable cell in the following table. Such election means that for the Purchase Period specified below, Bonners Ferry shall: (1) purchase zero amounts of Firm Requirements Power at Tier 2 Rates, and (2) serve all of its Above-RHWM Load that is greater than or equal to 8,760 megawatt-hours with power other than Firm Requirements Power. Bonners Ferry may serve its Above-RHWM Load that is less than 8,760 megawatt-hours with power other than Firm Requirements Power.

<b>Zero Tier 2</b>	<b>Purchase Period</b>
	FY 2012 - FY 2014
	FY 2015 - FY 2019
	FY 2020 - FY 2024
	FY 2025 - FY 2028

**2.2 Tier 2 Load Growth Rate**

**2.2.1 First Election Opportunity**

If Bonners Ferry elects by the first Notice Deadline (November 1, 2009) to purchase Firm Requirements Power at Tier 2 Load Growth Rates starting October 1, 2011, then in its election Bonners Ferry shall elect one of the three Tier 2 Load Growth Rate options listed in section 2.2.3 of this exhibit. If Bonners Ferry elects Option 3, then Bonners Ferry shall state the amounts to be listed in the table in section 2.2.3.3 of this exhibit and Bonners Ferry's Tier 2 Short-Term Rate election pursuant to section 2.4.1 of this exhibit. BPA shall amend this exhibit by March 31, 2010, to indicate Bonners Ferry's election by adding an "X" to the "1<sup>st</sup> Notice Deadline" box next to the applicable option below. If Bonners Ferry does not elect to purchase Firm Requirements Power at Tier 2 Load Growth Rates by the first Notice Deadline, then Bonners Ferry shall not have the right to



purchase Firm Requirements Power at Tier 2 Load Growth Rates during the first Purchase Period.

## 2.2.2 Second Election Opportunity

2.2.2.1 If Bonners Ferry does not elect to purchase Firm Requirements Power at Tier 2 Load Growth Rates starting the first Purchase Period, then Bonners Ferry may purchase Firm Requirements Power at Tier 2 Load Growth Rates starting October 1, 2014, provided:

- (1) any elections of Tier 2 Rate alternatives or additions of New Resources under this Agreement that extend beyond the initial Purchase Period shall continue to apply for their term, and
- (2) the Tier 2 Load Growth Rate applicable under this election may be different than the Tier 2 Load Growth Rate that was available during the first Purchase Period.

2.2.2.2 If Bonners Ferry elects by the second Notice Deadline (September 30, 2011) to purchase Firm Requirements Power at Tier 2 Load Growth Rates, then in its election Bonners Ferry shall elect one of the three Tier 2 Load Growth Rate options listed in section 2.2.3 of this exhibit. In such case, Bonners Ferry shall purchase Firm Requirements Power at Tier 2 Load Growth Rates under such elected option starting October 1, 2014.

2.2.2.3 If Bonners Ferry elects Option 3, described in section 2.2.3.3 of this exhibit, then Bonners Ferry shall state the amounts to be listed in the table in section 2.2.3.3 of this exhibit and Bonners Ferry's Tier 2 Short-Term Rate election pursuant to section 2.4.1 of this exhibit. If Bonners Ferry has prior elections of rate alternatives or resource additions that extend beyond the first Purchase Period, then Bonners Ferry shall not have the right to elect Options 1 or 2 below. In such case, the amounts listed in the table in section 2.2.3.3 of this exhibit shall not be less than the sum of Bonners Ferry's prior elections for each year.

2.2.2.4 BPA shall amend this exhibit by March 31, 2012, to indicate Bonners Ferry's election by adding an "X" to the "2<sup>nd</sup> Notice Deadline" box next to the applicable option below. If Bonners Ferry does not elect to purchase Firm Requirements Power at Tier 2 Load Growth Rates by the second Notice Deadline, then Bonners Ferry shall not purchase Firm Requirements

Power at Tier 2 Load Growth Rates for the term of this Agreement.

### 2.2.3 Tier 2 Load Growth Rate Options

1<sup>st</sup> Notice Deadline   
2<sup>nd</sup> Notice Deadline

#### 2.2.3.1 Option 1 - Full Tier 2 Load Growth Rate

If Bonners Ferry elects this option, then Bonners Ferry shall purchase Firm Requirements Power at Tier 2 Load Growth Rates for all of Bonners Ferry's Above-RHWM Load.

1<sup>st</sup> Notice Deadline   
2<sup>nd</sup> Notice Deadline

#### 2.2.3.2 Option 2 - Shared Rate Plan

##### (1) Obligation

If Bonners Ferry elects this option, provided that BPA determines Bonners Ferry qualifies under the limit for the Shared Rate Plan as established in section 7 of the TRM, then Bonners Ferry shall pay rates under the Shared Rate Plan for Firm Requirements Power purchased under this Agreement. If BPA determines Bonners Ferry does not qualify under such limit, then Bonners Ferry shall not have the right to elect this option and Bonners Ferry shall purchase Firm Requirements Power at Tier 2 Load Growth Rates under Option 1 as established in section 2.2.3.1 of this exhibit. For the second election opportunity stated in section 2.2.2 of this exhibit, availability under the limit for the Shared Rate Plan established in section 7 of the TRM shall equal such limit minus the amounts used by other customers who elected this Option 2 by the first Notice Deadline.

##### (2) Terminating Participation

Bonners Ferry may terminate participation in the Shared Rate Plan by providing BPA notice in writing by March 31 of a Forecast Year. In such case, the change shall be effective the next Rate Period. If Bonners Ferry stops participation in the Shared Rate Plan, then Bonners Ferry shall not have the right to resume participation. Bonners Ferry shall continue to purchase Firm Requirements Power priced at Tier 2 Load Growth Rates for all of Bonners Ferry's Above-RHWM Load.

1<sup>st</sup> Notice Deadline   
2<sup>nd</sup> Notice Deadline

#### 2.2.3.3 Option 3 - Partial Tier 2 Load Growth Rate

If Bonners Ferry elects this option, then Bonners Ferry shall purchase Firm Requirements Power at Tier 2 Load Growth Rates for all of Bonners Ferry's Above-RHWM Load minus the amounts stated in the table below that Bonners Ferry elects are not subject to Tier 2 Load Growth Rates. Bonners

Ferry shall establish such amounts at the time Bonners Ferry elects this option and such amounts shall not change for the term of this Agreement. Bonners Ferry may serve such amounts with Dedicated Resources or with Firm Requirements Power purchased at other Tier 2 Rates. BPA shall update the table below by March 31 immediately following Bonners Ferry's election of this option.

<b>Load Amounts Not Subject To Tier 2 Load Growth Rates (aMW)</b>									
<b>Fiscal Year</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>Annual aMW</b>									
<b>Fiscal Year</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	
<b>Annual aMW</b>									

Note: Fill in the table above with annual Average Megawatts rounded to three decimal places.

## 2.2.4 Modification to Tier 2 Load Growth Rate Election

### 2.2.4.1 Notice

Bonners Ferry shall have the right to stop purchasing Firm Requirements Power at Tier 2 Load Growth Rates effective the upcoming Rate Period, except for the amount established in section 2.2.4.2 of this exhibit. If Bonners Ferry chooses to modify its purchases at Tier 2 Load Growth Rates in this manner, then Bonners Ferry shall notify BPA in writing by October 31 of a Rate Case Year.

### 2.2.4.2 Continued Purchase Amount

For the remaining term of this Agreement, Bonners Ferry shall continue to purchase at Tier 2 Load Growth Rates the amount of Firm Requirements Power that Bonners Ferry purchased at Tier 2 Load Growth Rates the year before the modification described above is effective.

### 2.2.4.3 Obligation to Apply Dedicated Resources

If Bonners Ferry provides notice to modify its purchases at Tier 2 Load Growth Rates under section 2.2.4.1 of this exhibit, then for the remainder of the effective Purchase Period and all of the next Purchase Period, Bonners Ferry shall apply Dedicated Resources to serve all of its Above-RHWM Load that is in excess of the sum of all Tier 2 commitments.

### 2.2.4.4 Charges to Modify Tier 2 Load Growth Rate Purchase

Bonners Ferry shall be liable for payment of any costs that apply as a result of Bonners Ferry modifying its Tier 2 Load Growth Rate purchase obligation under this section 2.2.4. Such costs shall be those that BPA: (1) is obligated to pay and will not recover from Bonners Ferry at Tier 2 Load

Growth Rates as a result of the modification, and (2) is unable to recover through other transactions. BPA shall determine such costs, if any, during the 7(i) Process that follows Bonners Ferry's notice. If BPA determines that Bonners Ferry owes payment for such costs, then Bonners Ferry shall pay the entire amount to BPA in no more than 24 equal monthly amounts starting the first month of the upcoming Rate Period. In no event shall BPA make payment to Bonners Ferry as a result of Bonners Ferry modifying its Tier 2 Load Growth Rate purchase obligation under this section 2.2.4.

**2.2.4.5 Exhibit Update**

By March 31 following Bonners Ferry's notice, BPA shall indicate Bonners Ferry's election to modify its Tier 2 Load Growth Rate purchase by filling in the table below. As established in section 2.2.4.2 of this exhibit, Bonners Ferry shall continue to purchase the following amounts of Firm Requirements Power at Tier 2 Load Growth Rates:

<b>Continuing Tier 2 Load Growth Rates Purchase Obligation</b>					
<b>Fiscal Year</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
<b>aMW</b>					
<b>Fiscal Year</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>aMW</b>					
<b>Fiscal Year</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>aMW</b>					
<b>Fiscal Year</b>	<b>2027</b>	<b>2028</b>			
<b>aMW</b>					
Note: Fill in the table above with annual Average Megawatts, rounded to three decimal places, for each year that follows Bonners Ferry's modification beginning with the effective year of modification					

**2.3 Tier 2 Vintage Rates**

If Bonners Ferry elects Option 1 or 2 in section 2.2.3 of this exhibit, then this section shall not apply. Otherwise:

**2.3.1 Election Process**

**2.3.1.1 Right to Convert**

Subject to the amounts of power BPA makes available at one or more Tier 2 Vintage Rates, Bonners Ferry shall have the right to convert some or all of the amounts of Firm Requirements Power it has elected to purchase at Tier 2 Short-Term Rates, as stated in section 2.4 of this exhibit, to an equal purchase amount at Tier 2 Vintage Rates.

**2.3.1.2 Statement of Intent**

If Bonners Ferry elects to purchase Firm Requirements Power from BPA at Tier 2 Vintage Rates, then Bonners Ferry shall sign a Statement of Intent offered by BPA. "Statement of Intent" means a statement prepared by BPA and signed by Bonners Ferry that describes the approach and cost structure that will be used for a specific Tier 2 Cost Pool. If BPA establishes a Tier 2 Cost Pool for a Tier 2 Vintage Rate consistent with the Statement of Intent, then Bonners Ferry agrees to have the portion of its Tier 2 Rate power purchase specified in the Statement of Intent priced at that rate. If BPA is unable to establish the Tier 2 Cost Pool for the specific Tier 2 Vintage Rate, then Bonners Ferry agrees to purchase such amount of Firm Requirements Power at Tier 2 Short-Term Rates, except as stated in section 2.3.1.5 of this exhibit.

**2.3.1.3 Insufficient Availability**

The Statement of Intent shall include procedures to allocate between competing applications for a specific Tier 2 Cost Pool if requests exceed amounts available.

**2.3.1.4 Conversion Costs**

Upon establishment of a Tier 2 Vintage Rate for which Bonners Ferry signed a Statement of Intent, Bonners Ferry shall be liable for payment of any outstanding costs under Tier 2 Short-Term Rates that apply to Bonners Ferry. Such costs shall be those that BPA: (1) is obligated to pay and will not recover from Bonners Ferry under Tier 2 Short-Term Rates as a result of the conversion, and (2) is unable to recover through other transactions. BPA shall determine such costs, if any, in the first 7(i) Process that establishes the applicable Tier 2 Vintage Rate. In no event shall BPA make payment to Bonners Ferry as a result of Bonners Ferry's conversion of purchase amounts at Tier 2 Short-Term Rates to purchase amounts at Tier 2 Vintage Rates.

**2.3.1.5 Additional Offerings**

In addition to the right to convert to Tier 2 Vintage Rates established in section 2.3.1.1 of this exhibit, Bonners Ferry may have the opportunity to purchase Firm Requirements Power at Tier 2 Vintage Rates regardless of whether Bonners Ferry is purchasing at Tier 2 Short-Term Rates if:

- (1) BPA determines, in its sole discretion, that all requests for service at Tier 2 Vintage Rates by purchasers of Firm Requirements Power at Tier 2 Short-Term Rates are able to be satisfied, and

- (2) BPA determines, in its sole discretion, to offer Bonners Ferry a Statement of Intent that would provide Bonners Ferry the opportunity to purchase Firm Requirements at Tier 2 Vintage Rates.

If Bonners Ferry signs a Statement of Intent offered by BPA pursuant to this section 2.3.1.5, and if BPA is unable to establish the Tier 2 Cost Pool for the applicable Tier 2 Vintage Rate, then Bonners Ferry's current elections for service to its Above-RHWM Load shall continue to apply.

Except as provided in this section 2.3.1, any election by Bonners Ferry to purchase Firm Requirements Power at Tier 2 Vintage Rates shall not relieve Bonners Ferry of any obligation to purchase Firm Requirements Power at another Tier 2 Rate.

#### **2.3.1.6 Exhibit Updates**

By September 15 immediately following the establishment of a Tier 2 Vintage Rate for which Bonners Ferry signed a Statement of Intent, BPA shall amend this exhibit to show Bonners Ferry's Tier 2 Vintage Rate purchases and remove Bonners Ferry's Tier 2 Short-Term Rate purchases by the amounts purchased at the Tier 2 Vintage Rate, if Bonners Ferry is converting to the Tier 2 Vintage Rate from the Tier 2 Short-Term Rate. BPA shall insert applicable tables, terms, and conditions for each Tier 2 Vintage Rate in section 2.3.2 of this exhibit.

#### **2.3.2 Vintage Rate Elections**

Bonners Ferry has no Tier 2 Vintage Rate elections at this time.

### **2.4 Tier 2 Short-Term Rate**

If Bonners Ferry elects Option 1 or 2 in section 2.2.3 of this exhibit, then this section shall not apply. Otherwise:

#### **2.4.1 Short-Term Rate Purchases**

Unless Bonners Ferry elects, in section 2.1 of this exhibit, not to purchase Firm Requirements Power at Tier 2 Rates for a given Purchase Period, by each Notice Deadline Bonners Ferry shall elect in writing either Alternative A or B below for the duration of the corresponding Purchase Period. If Bonners Ferry elects Alternative A and elects to apply Dedicated Resources to serve its Above-RHWM Load, then Bonners Ferry shall state the amounts to be listed in the table in section 2.4.1.1(2) of this exhibit. If Bonners Ferry elects Alternative B, then Bonners Ferry shall state the amounts to be listed in the table in section 2.4.1.3 of this exhibit. By March 31 immediately following each Notice Deadline, BPA shall update the

tables in this section 2.4.1 to show Bonners Ferry's Tier 2 Short-Term Rate election for the corresponding Purchase Period.

**2.4.1.1 Alternative A – Customer Planned Load Not Otherwise Served**

If Bonners Ferry elects this alternative, then Bonners Ferry shall purchase Firm Requirements Power priced at Tier 2 Short-Term Rates to serve all of Bonners Ferry's Above-RHWM Load that Bonners Ferry has not otherwise agreed to serve with:

- (1) Firm Requirements Power purchased at other Tier 2 Rates, or
- (2) the amounts of Dedicated Resources, stated in the table below, that Bonners Ferry shall apply during the Purchase Period to serve its Above-RHWM Load. However, for each Fiscal Year in the FY 2020 – FY 2024 Purchase Period, if Bonners Ferry's Above-RHWM Load is less than the Dedicated Resource amounts stated in the table below, then Bonners Ferry shall serve its Above-RHWM Load with Dedicated Resource amounts that have been rounded-down to the next whole Average Megawatt. If Bonners Ferry purchases power at Tier 2 Load Growth Rates, then these Dedicated Resource amounts shall not exceed the amounts stated in the table in section 2.2.3.3 of this exhibit.

<b>Purchase Period Dedicated Resource Elections</b>					
<b>Fiscal Year</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
<b>Election</b>	0.000	0.000	0.000	0.000	0.000
<b>Fiscal Year</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Election</b>	0.000	0.000	0.000	0.000	0.000
<b>Fiscal Year</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Election</b>	0.000	0.000	0.000		
<b>Fiscal Year</b>	<b>2027</b>	<b>2028</b>			
<b>Election</b>					
Note: Insert amounts in Average Megawatts rounded to three decimal places for each year of the applicable Purchase Period.					

**2.4.1.2 Alternative B – Limited Amounts**

If Bonners Ferry elects this alternative, then Bonners Ferry shall purchase Firm Requirements Power at Tier 2 Short-Term Rates to serve Bonners Ferry's Above-RHWM Load that Bonners Ferry has not otherwise agreed to serve with Firm Requirements Power purchased at other Tier 2 Rates; provided however, that amounts purchased at Tier 2 Short-

Term Rates shall not exceed the amounts (including zero amounts) stated in the table in section 2.4.1.3 of this exhibit. Bonners Ferry agrees to serve any of its remaining Above-RHWM Load with power other than Firm Requirements Power.

**2.4.1.3 Tier 2 Short-Term Rate Elections**

If Bonners Ferry elects Alternative A above, then BPA shall indicate that election by adding an “X” to the table below for each year of the applicable Purchase Period. If Bonners Ferry elects Alternative B above, then BPA shall indicate that election by adding amounts (in Average Megawatts rounded to three decimal places) to the table below for each year of the applicable Purchase Period.

<b>Tier 2 Short-Term Rate Table</b>					
<b>Fiscal Year</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
<b>Election</b>	X	X	X	X	X
<b>Fiscal Year</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Election</b>	X	X	X	X	X
<b>Fiscal Year</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Election</b>	X	X	X		
<b>Fiscal Year</b>	<b>2027</b>	<b>2028</b>			
<b>Election</b>					

**2.4.2 Right to Reduce Tier 2 Short-Term Rate Purchase Amounts**

**2.4.2.1 Notice**

If Bonners Ferry notifies BPA in writing by October 31 of a Rate Case Year, then Bonners Ferry may reduce, in equal amounts for all hours of the year, some or all of the amounts of Firm Requirements Power that Bonners Ferry is obligated to purchase at Tier 2 Short-Term Rates. The reduction may take effect in either year of the upcoming Rate Period and shall be effective for the remaining duration of the applicable Purchase Period(s). In its written notice, Bonners Ferry shall state the amount of the reduction and the date the reduction shall take effect. Bonners Ferry shall replace all reduced Tier 2 Short-Term Rate purchase amounts with amounts of Dedicated Resources applied pursuant to section 3.3 of the body of this Agreement.

**2.4.2.2 Charges to Reduce Purchase Amounts**

Bonners Ferry shall be liable for payment of any costs that apply as a result of Bonners Ferry reducing, under section 2.4.2.1 of this exhibit, the amounts of Firm Requirements Power that Bonners Ferry is obligated to purchase at Tier 2 Short-Term Rates. Such costs shall be those that BPA: (1) is obligated to pay and will not recover



from Bonners Ferry under Tier 2 Short-Term Rates as a result of the reduction, and (2) is unable to recover through other transactions. BPA shall determine such costs, if any, during the 7(i) Process that follows Bonners Ferry's notice. If BPA determines that Bonners Ferry owes payment for such costs, then Bonners Ferry shall pay the entire amount to BPA in no more than 24 equal monthly amounts starting the first month of the upcoming Rate Period. In no event shall BPA make payment to Bonners Ferry as a result of Bonners Ferry reducing the amounts of Firm Requirements Power that Bonners Ferry is obligated to purchase at Tier 2 Short-Term Rates.

#### **2.4.2.3 Exhibit Updates**

By March 31 following Bonners Ferry's notice, BPA shall revise this exhibit and Exhibit A to show Bonners Ferry's reduced Tier 2 Short-Term Rate purchase amounts and Bonners Ferry's Dedicated Resource additions.

### **2.5 Amounts of Power to be Billed at Tier 2 Rates**

#### **2.5.1 Treatment for FY 2012 – FY 2013**

By March 31, 2010, BPA shall update the table in section 2.5.2 of this exhibit, consistent with Bonners Ferry's elections, with amounts of Firm Requirements Power which Bonners Ferry shall purchase at applicable Tier 2 Rates for the FY 2012 – FY 2013 Rate Period.

#### **2.5.2 Amounts of Power for Subsequent Rate Periods**

For each Rate Period after the FY 2012 – FY 2013 Rate Period, BPA shall establish for the upcoming Rate Period consistent with Bonners Ferry's elections: (1) the planned annual average amounts of Firm Requirements Power which Bonners Ferry shall purchase at applicable Tier 2 Rates, and (2) any remarketed Tier 2 Rate purchase amounts in accordance with section 10 of the body of this Agreement. By March 31, 2013, and by March 31 of each Rate Case Year thereafter, BPA shall update the table below with such amounts for each year of the upcoming Rate Period.

Annual Amounts Priced at Tier 2 Rates (aMW)									
Fiscal Year	2012	2013	2014	2015	2016	2017	2018	2019	2020
Tier 2 Short-Term Rate	0.000	0.000	0.000	0.000	0.000	0.000	1.130	1.163	1.592
Remarketed Amounts									
Fiscal Year	2021	2022	2023	2024	2025	2026	2027	2028	
Tier 2 Short-Term Rate	1.639	2.096	2.192						
Remarketed Amounts									
Notes:									
1. List each applicable Tier 2 rate in the table above. For the first applicable Tier 2 rate replace <b>No Tier 2 at this time</b> with the name of the applicable Tier 2 rate. For each additional Tier 2 rate, add a new row above the <b>Remarketed Amounts</b> row. If Bonners Ferry elects not to purchase at Tier 2 rates, then leave <b>No Tier 2 at this time</b> in the table and leave the remainder of the table blank.									
2. Fill in the table above with annual Average Megawatts rounded to three decimal places.									

**3. MONTHLY PF RATES**

Applicable monthly Tier 1 and Tier 2 Rates are specified in BPA Wholesale Power Rate Schedules and GRSPs.

**4. REVISIONS**

BPA shall revise this exhibit to reflect Bonners Ferry's elections regarding service to its Above-RHWM Load and BPA's determinations relevant to this exhibit and made in accordance with this Agreement.

(PSE-W:\POWER\CONTRACT\CUSTOMER\BONNERS FERRY.CTY\13010\Exh C\13010 Exh C R7.docx) 03/16/21



# Kootenai Tribe of Idaho

P.O. Box 1269  
Bonners Ferry, ID 83805  
Ph# (208) 267-3519  
Fax (208) 267-2960

September 9, 2021

City of Bonners Ferry  
7232 Main Street  
Bonners Ferry, ID 83805

Dear Mayor Staples:

Please find enclosed the contract for Fire Protection services, between the Kootenai Tribe of Idaho and the City of Bonners Ferry for fiscal year 2022. Kindly sign both originals, keep one and return one to Rhonda Vogl, Kootenai Tribe of Idaho. I am happy to pick up the contract when its available.

The Tribe appreciates the working relationship with the City of Bonners Ferry and looks forward to its continuation. If you have any questions, please contact myself or Chairperson Gary Aitken Jr. at 208-267-3519.

Sincerely,

A handwritten signature in cursive script that reads "Rhonda Vogl".

Rhonda Vogl  
Administrative Director

## **CONTRACT FOR FIRE PROTECTION SERVICES**

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

### **PARTIES**

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

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

#### **A.**

#### **SCOPE OF SERVICES**

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

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

**B.**

**FIRE HYDRANTS**

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

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

**C.**

**PROGRESS AND FINAL REPORTS**

The CITY shall submit an Annual Narrative report of the number of incidents on the Reservation and the response provided.

**GENERAL TERMS AND CONDITIONS**

**A.**

**SUPPLIES, EQUIPMENT & FACILITIES**

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

**B.**

**CONTRACT TERM**

The period of this Contract shall be the period beginning October 1, 2021 and ending September 30, 2022 subject to termination at any time upon thirty (30) days written notice by either party. This Contract may be modified in writing by mutual consent of both parties.

**C.**

**CONTRACT AMOUNT**

CITY shall receive compensation for services provided under this Contract in the amount of twenty-two thousand one hundred fifty United States dollars (US\$22,150.00 -- \$1845.83/month), which amount shall be prorated from the date of signature of both parties.

**D.**

**DISPUTES**

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

**E.**

**INDEMNIFICATION**

To the extent not covered by the Federal Tort Claims Act or any insurance policy possessed by the City, the Tribe agrees to indemnify the City for any claims for damages or injuries brought by third parties for factual situations arising from City's operation under or intended operation under this Agreement. The Tribe agrees to name City, its elected and appointed officials and employees as additional names insured on all policies providing liability coverage at the Reservation. The Tribe will provide the City a Certificate of Insurance showing the limits of all policies as well as showing the additional named insured provision and agrees to notify the City within ten (10) days in writing should any of the policies be canceled or not renewed.

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

**F.**

**PAYMENT IN LIEU OF TAXES**

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

**G.**

**VOLUME CONSIDERATION**

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

**H.**

**TRIBAL COOPERATION**

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

**I.**

**HOLD OVER CLAUSE**

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

DATED this 8 day of Sept, 2021.

**KOOTENAI TRIBE OF IDAHO**

**Attest:**

By:   
Gary Aitken, Jr., Chairman

By:   
Velma Bahe, Secretary

**CITY OF BONNERS FERRY**

**Attest:**

By: \_\_\_\_\_  
Mayor Dick Staples

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



## Christine McNair

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**From:** Ted Tisdell <ted\_becca@icloud.com>  
**Sent:** Tuesday, August 17, 2021 7:32 PM  
**To:** Christine McNair  
**Subject:** Fwd: Hanging baskets Priest Gardens

Sent from my iPhone

Begin forwarded message:

**From:** Ted Tisdell <ted\_becca@icloud.com>  
**Date:** August 17, 2021 at 9:30:50 PM CDT  
**To:** mcnair@bonnersferry.id.gov  
**Subject:** Hanging baskets Priest Gardens

Good evening Christine,  
Thank you very much for the phone call concerning hanging baskets.

Our pricing for the 16 inch baskets we sell, are \$65 for the initial purchase.  
The next year when you bring them back, for replanting, they are eight dollars less, so \$57 each.  
There are many color choices to choose from and we can go over those in October as you suggested or wait until March .

If they are all mixed and no particular color pattern, then you can wait to order in March, and if you want them all identical , let us know when you decide, November would be good. ●

If freight prices change, We can let you know.

Thank you kindly,  
Rebecca  
Priest Gardens

Sent from my iPhone

**[EXTERNAL]** This message originated outside of City of Bonners Ferry. Do not click links or open attachments unless you recognize the sender, are expecting something from them, and know the content is safe. Please report malicious emails to the Exbabylon Managed Service Team.