

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 August 16, 2022 6:00 pm

Join video Zoom meeting: <https://us02web.zoom.us/j/176727634>

Meeting ID: 176727634

Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Fiscal year 2023 budget

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/Urban Renewal District/SPOT/Golf/EDC

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the August 2, 2022 Council meeting minutes
4. **Fire** – Consider authorizing the Mayor to sign the contract with the Kootenai Tribe of Idaho for fire protection services for tribal trust land within the city limits (attachment)
5. **Electric** – Consider authorizing the Mayor to sign the agreement with Bonneville Power Administration through September 2028 (attachment)
6. **Electric** – Consider authorizing the Mayor to sign Pay Request #7 from S & L Underground for the Moyie Dam Concrete Rehabilitation Project (attachment)

NEW BUSINESS

7. **City** – First Reading of Fiscal Year 2023 Appropriation Ordinance #604 by Title Only (attachment) {action item}
8. **City** – Suspend the Reading Rules and Adopt Fiscal Year 2023 Appropriation Ordinance #604 {action item}
9. **Electric** – Consider authorizing the Mayor to sign the contract with Schweitzer Engineering Laboratories for Moyie Hydro Plant Automation upgrades (attachment) {action item}
10. **Electric** – Consider authorizing the Mayor to sign the contract with HDR Engineering for the FERC Part 12D inspection and report (attachment) {action item}
11. **Electric** – Consider authorizing the Mayor to sign the agreement with the Federal Highway Administration for electric line relocation on Riverside Street west of the city limits (attachment) {action item}
12. **Golf** – Consider the estimate from Laneco Marine to replace the lower pond dock (attachment) {action item}
13. **Executive Session** – Executive Session pursuant to Idaho Code 74-206, subsection 1 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement

ADJOURNMENT

INFORMATION

Draft Minutes – Golf Committee



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator *LMA*
DATE: August 12, 2022
RE: Admin Update

Over the past month staff has been busy working on the city budget, comprehensive plan update and summer projects. The following is a quick summary of those areas.

2023 Budget

The 2023 budget was passed after a public hearing in early August. We are watching the current year budget with diligence to see how our year ends.

Comprehensive Plan Update

The city hosted a booth at the county fair where folks could write comments about what Bonners Ferry meant to them. We did receive some good comments that will likely be incorporated into the vision statement. Additionally, folks who visited the booth were informed of a community survey that is currently underway and encouraged them to take the survey.

Anyone interested in taking the survey can find the link by visiting the city's website or by going to the city's social media page.

Summer Projects

Highway 95- The project is moving forward on schedule. Once completed, this phase will include three lanes with sidewalks on both sides of the street from Alderson to Eisenhower Street. Currently the north bound lane is under construction and paving will likely occur sometime in mid to late September with the phase being completed sometime in October.

I will be out next week and unable to attend the council meeting. However, I will be reachable via my personal cell phone and do encourage council members to call me should they have questions on the work city staff is completing.

This concludes my report.

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
August 2, 2022
6:00 pm**

Mayor Dick Staples called the Council meeting of August 2, 2022, to order at 6:00 pm. Present for the meeting were: Council Members Brion Poston, Valerie Thompson and Rick Alonzo. Also, present was City Administrator Lisa Ailport, City Clerk/Treasurer Christine McNair, Police Chief Brian Zimmerman, Economic Development Coordinator David Sims, Fire Chief Dave Winey. Members of the public present were: Marciavee Cossette, Kathy Walk, Eric Anderson, David Clark, Emily Bosant, Fay Almond and April Bennett.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Kathy Walk spoke regarding the Farmer's Market.
Fay Almond spoke regarding the windshield sign.

REPORTS

EDC David Sims said the Department of Commerce did award the Economic Development Council the full amount grant for next year. David is working to have the Porthill port of entry open longer hours.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the July 19, 2022 Special Council meeting minutes, July 19, 2022 Council meeting minutes, July 26 Special Council meeting minutes

Valerie Thompson moved to approve the consent agenda. Brion Poston seconded the motion. The motion passed. Rick Alonzo – yes, Valerie Thompson – yes, Brion Poston – yes

NEW BUSINESS

4. **Planning and Zoning** – Consider the recommendation from Planning and Zoning for File #V04-22 Variance Application from Earnest and Cowell (attachment) {action item}

Lisa said the Planning and Zoning Committee held a public hearing, so this is for deliberation only. Valerie asked if the negative commentor's property is directly affected. Rick said it is more than a mile away. Rick Alonzo moved to approve File #V04-22, a variance to allow two approximately 14-inch side yard setbacks, where 10 feet is required, to allow for the construction of a freestanding sign, finding that it is in accord with the standards of Section 11-7-1 of the Bonners Ferry City Code, as enumerated in the findings and reasoned statements contained in the staff report and based upon record testimony. I further move to adopt the following reasoned statement in the affirmative and conditions as written. The variance request is in accord with the general standards applicable to the variance provided at Section 11-7-1, Bonners Ferry City Code, as enumerated in the standards review table of the staff report and supporting evidence. Valerie Thompson seconded the motion. The motion passed. Brion Poston – yes, Valerie Thompson – yes, Rick Alonzo – yes

5. **Planning and Zoning** – Consider the recommendation from Planning and Zoning for File #AM014-21 and File #ZC02-21 from FJC, LLC and Boundary Community Hospital (attachment) {action item}

Lisa gave a brief presentation. The property is currently owned by the bed and breakfast, the current zoning is Residential A. A development agreement is required for this file. Dick asked how big the sign will be. April said 4' x 8' for the reader board and 3' x 8' for the base of the sign. Brion asked if the sign will be there as long as the hospital wants it to be there. Lisa said as long as the development agreement is being followed the sign can be there. Valerie Thompson moved to approve File #AM014-21 and File #ZC02-21 amending the Comprehensive Plan map designation from Residential to Commercial and the zoning map from Residential A to Commercial for a 0.096 acre parcel as described in the applications, finding that it is in accord with the general and specific goals and standards of the City of Bonners Ferry comprehensive plan, as enumerated in the findings and reasoned statements contained in the staff report and based upon record testimony, I further move to adopt the conditions of approval and the reasoned statement in the affirmative, based upon the following reasons: the amendments are supported by the City of Bonners Ferry Comprehensive Plan. Rick Alonzo seconded the motion. The motion passed. Rick Alonzo – yes, Valerie Thompson – yes, Brion Poston – yes

6. **Executive Session** – Executive Session pursuant to Idaho Code 74-206, subsection 1 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement

Rick Alonzo moved to enter into executive session pursuant to Idaho Code 74-206, subsection 1 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement at 6:23pm. Valerie Thompson seconded the motion. The motion passed. Valerie Thompson – yes, Brion Poston – yes, Rick Alonzo – yes

Entered into Executive Session at 6:30 pm.
Executive Session ended at 7:45 pm with no action take.

ADJOURNMENT

The meeting adjourned at 7:45 pm.

INFORMATION

Draft Minutes – Planning and Zoning, Golf Committee

DRAFT

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, 2022 and ending September 30, 2023 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 ____ day of _____, 2022

KOOTENAI TRIBE OF IDAHO

Attest:

By: _____
Jennifer Porter, Chairwoman

By: _____
Velma Bahe, Secretary

CITY OF BONNERS FERRY

Attest:

By: _____
Mayor Dick Staples

By: _____

AMENDMENT
executed by the
BONNEVILLE POWER ADMINISTRATION
and
CITY OF BONNERS FERRY

This AMENDMENT to the Energy Conservation Agreement Contract 17ES-11444 (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and CITY OF BONNERS FERRY (Bonners Ferry), hereinafter individually referred to as "Party" and collectively referred to as the "Parties".

This Amendment No. 02 (Amendment) replaces section 1 of the Agreement to extend the term of the Agreement through September 30, 2028; adds terms and conditions for the new Energy Efficiency Tracking System; updates section 6, Payment of Approved Invoice Payment Amounts; updates the Uncontrollable Forces clause in section 11(b); and updates the contact information in Exhibit A.

BPA and Bonners Ferry agree:

1. TERM

This Amendment shall take effect on the date signed by both Parties.

2. AMENDMENTS TO BODY OF THE AGREEMENT

(a) Section 1, Term shall be deleted and replaced with the following:

"This Agreement takes effect on the date signed by the Parties. This Agreement expires on September 30, 2028, unless terminated earlier as provided in section 13, Termination. Performance by BPA and Bonners Ferry shall commence on October 1, 2017, with the exception of those actions required prior to that date included in section 3(a) and section 3(b). All obligations under this Agreement shall be preserved until discharged or satisfied."

(b) Section 2(b) shall be deleted and replaced with the following:

"(b) "Available Implementation Budget" means the amount available for BPA to purchase Energy Savings from a specific Program Participant at a given point in time equal to the Program Participant's Initial Implementation Budget, plus any applicable Carryover Amount, plus

or minus any applicable Implementation Budget Transfers, minus any applicable Approved Invoice Payment Amounts.”

- (c) A new section 2(c) shall be added as follows and all subsequent definitions in section 2 shall be renumbered accordingly:

“(c) “Bonneville Energy Efficiency Tracking System” or “BEETS” means the reporting system established by BPA and intended to supersede BPA’s IS2.0 reporting system.”

- (d) The definition of “Rollover Amount” in section 2(l) shall be revised and moved to a new section 2(d) as follows. All subsequent definitions in section 2 shall again be renumbered accordingly:

“(d) “Carryover Amount” means an amount of a Program Participant’s budget remaining at the end of a given Rate Period that may carry forward to increase the amount of that Program Participant’s Available Implementation Budget for the following Rate Period.”

- (e) Section 3(c) shall be deleted and replaced with the following:

“(c) **Carryover Amount**
As applicable and in accordance with the terms and conditions in the Implementation Manual, BPA shall calculate Bonners Ferry’s Carryover Amount and incorporate a Carryover Amount into Bonners Ferry’s Available Implementation Budget for each Rate Period. By November 15, 2017, and no later than November 15 every two years thereafter, BPA shall notify Bonners Ferry of its applicable Carryover Amount for the remainder of the Rate Period.”

- (f) Section 5 shall be deleted and replaced with the following:

“5. **INVOICING PROCESS**
BPA will notify Bonners Ferry when Bonners Ferry shall stop submitting invoice packages to BPA through IS2.0 and start submitting invoice packages and invoices to BPA through BEETS or its successor.

- (a) **Documentation and Submittal of Invoice Packages**
Bonners Ferry shall comply with the documentation requirements in the Implementation Manual.

As applicable, Bonners Ferry shall execute and maintain a BPA Customer Portal Access and Use Agreement in order to submit invoice packages to BPA while still reporting through IS2.0.

Whether seeking Self-Funded Energy Savings or for BPA payment for Energy Savings, Bonners Ferry shall submit its

invoice packages, including any required reports and documentation, in accordance with the reporting requirements in the Implementation Manual. If there is a disagreement regarding the completeness or accuracy of any submitted invoice packages, as applicable, then BPA shall work with Bonners Ferry to resolve such issues.

If BPA determines that any Program Participant's third-party contractor falsified information reported to BPA, then BPA shall have the right to prohibit all Program Participants from reporting, for payment, Measures implemented with the assistance of that contractor. If such action is taken, BPA will notify all Program Participants in accordance with Exhibit A.

(b) Performance Payments

For purposes of this Agreement, Performance Payment shall have the meaning as defined in the Implementation Manual.

When BPA notifies Bonners Ferry of its Initial Implementation Budget for the upcoming Rate Period pursuant to section 3(b) above, BPA shall also notify Bonners Ferry of its Performance Payment classification category and rate for the upcoming Rate Period. BPA's Performance Payment classification categories, rates, caps, and certain terms and conditions of Bonners Ferry's receipt of such, shall be as stated in the Implementation Manual.

If Bonners Ferry is seeking BPA payment for Energy Savings, then City of Bonners Ferry may receive, elect to receive, or opt out of a Performance Payment. Instructions for Bonners Ferry to receive, elect to receive, or opt out of Performance Payments, and the applicable time frame(s) that Bonners Ferry has to claim Performance Payments will be included in the Implementation Manual. If Bonners Ferry opts out of a Performance Payment for a given invoice package submitted using IS2.0, then Bonners Ferry may not claim Performance Payments for that invoice package at a later date. Using BEETS, Bonners Ferry must claim any applicable Performance Payments for any invoice approved by BPA within a given Rate Period by the end of that Rate Period.

BPA shall not apply Performance Payments for any Self-Funded Energy Savings.

BPA will deduct any applicable Performance Payments from Bonners Ferry's Available Implementation Budget.

(c) **BPA Review of Invoice Packages, Creation of Invoice Reports, and Determination of Approved Invoice Payment Amounts**

After BPA receives an invoice package from Bonners Ferry, BPA shall conduct a timely review process to determine whether: the Measures submitted conform to the requirements of this Agreement and the Implementation Manual, Bonners Ferry has otherwise followed the terms and conditions of this Agreement and the Implementation Manual and Bonners Ferry has adequate Available Implementation Budget.

After BPA has conducted its review process above, which may include an oversight review pursuant to section 7 below, BPA will notify Bonners Ferry of any accepted Measures and, as applicable, BPA will notify Bonners Ferry that it may submit an invoice for accepted Measures. BPA will not accept Measures that are not in compliance with the requirements of this Agreement.

BPA shall create and make available to Bonners Ferry an itemized invoice report that states the accepted Energy Savings and the Approved Invoice Payment Amount.

In no event shall the Approved Invoice Payment Amount exceed Bonners Ferry's Available Implementation Budget."

- (g) The first paragraph of section 6 shall be deleted and replaced by the following:

"BPA agrees to purchase and Bonners Ferry» agrees to sell Energy Savings in accordance with this Agreement. BPA shall pay Bonners Ferry any Approved Invoice Payment Amounts, as determined under sections 5(b), 5(c) and 8 of this Agreement and in accordance with sections 10 and 13 of this Agreement. Such payment shall be due no later than 30 days after BPA accepts the invoiced Energy Savings and makes available the itemized invoice report to Bonners Ferry pursuant to section 5(c) above. All payments to Bonners Ferry will be made electronically."

- (h) The second paragraph of section 7 shall be deleted and replaced with the following:

"During the invoice package review process outlined in section 5(c) above (or where BPA otherwise deems necessary), BPA may select Bonners Ferry's invoice package for oversight review. If BPA selects an invoice submitted by Bonners Ferry to conduct oversight review BPA shall notify Bonners Ferry and the Parties shall coordinate accordingly."

- (i) Section 11(b) shall be deleted and replaced with the following:
 - “(b) floods, earthquakes, fire, or other natural disasters; terrorist acts; and epidemics, pandemics; and”
- (j) The last sentence of the first paragraph of section 13(a) shall be deleted and replaced with the following:
 - “Bonners Ferry may not submit invoice packages for implemented Measures after Bonners Ferry has submitted a notice of termination.”
- (k) The last sentence of the second to last paragraph of section 13(b) shall be deleted and replaced with the following:
 - “Further, Bonners Ferry shall have 30 days after the termination date to provide a refund to BPA of any progress payments BPA made to Bonners Ferry for Measures for which Bonners Ferry had not yet submitted an invoice package.”
- (l) The second to last sentence of section 13(c) shall be deleted and replaced with the following:
 - “Further, Bonners Ferry shall have 30 days after the termination date to provide a refund to BPA of any progress payments BPA made to Bonners Ferry for Measures for which Bonners Ferry had not yet submitted an invoice package.”

3. EXHIBIT REVISION

Exhibit A shall be deleted and replaced by the attached Revision No. 03 to Exhibit A.

4. SIGNATURES

This Amendment 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 Amendment as of the last date indicated below.

CITY OF BONNERS FERRY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____

By _____

Name James R. Staples
(Print/Type)

Name Jamae Hilliard Creecy
(Print/Type)

Title Mayor

Title Vice President Energy Efficiency

Date _____

Date _____

Revision No. 03, Exhibit A
NOTICES AND CONTACT INFORMATION
Effective on the Date Executed by the Parties

This revision updates the BPA contact information in section 1(b) of Exhibit A.

1. NOTICES AND CONTACT INFORMATION

(a) Notices

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

- (1) delivered in person;
- (2) by a nationally recognized delivery service with proof of receipt;
- (3) by United States Certified Mail with return receipt requested;
- (4) electronically, if both Parties have the means to verify the electronic notice's origin, date, time of transmittal and receipt; or
- (5) by another method agreed to by the Parties.

Notices are effective when received. Either Party may change the name or address for delivery of notice by providing notice of such change consistent with this section. Parties shall deliver notices to the following person and address:

(b) Contact Information

If to Bonners Ferry:

City of Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805

Attn: James R. "Dick" Staples
Mayor
Phone: 208-267-3105
E-Mail: dstaples@bonnersferry.id.gov

If to BPA:

Bonneville Power Administration
Eastern Customer Service Center
1620 E Hawthorne Rd, PO Box 789
Mead, WA 99021

Attn: Lindsey Hobbs -PEM-GOB-Mead
Energy Efficiency Representative
Phone: 509-822-4588
E-Mail: lkhobbs@bpa.gov

2. REVISIONS

When a Party to this Agreement requests a change to their contact information included in section 1(b) of this exhibit, then the requesting Party must send notice of such requested change to the other Party. BPA may unilaterally revise this exhibit to implement such requested changes to section 1(b). All other revisions to this exhibit shall be by mutual agreement of all the Parties.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer
DATE: August 12, 2022
RE: Electric – Moyie Dam – Spillway Project Pay Application #7

S&L Underground has submitted pay application #7 for the spillway project that has been underway for approximately three weeks. JUB Engineers has reviewed and recommends the payment requested for the completed work and stored materials.

I recommend that Council approve pay application #7 from S&L Underground for \$150,427.75 based on the submitted documentation from JUB Engineers.

Thank you,

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

Mike

Contractor's Application for Payment No. Seven (07)

Application Period: Work Accomplished Through Jul 30, 2022	Application Date: Jul 31, 2022
To (Owner): City of Bonners Ferry	Via (Engineer): J-U-B ENGINEERS, Inc.
From (Contractor): S&L Underground	Engineer's Project No.: 20-17-072
Contract: Moyie Dam Concrete Rehabilitation Project - Schedules A, B, C and Additive Alternate No. 1	Contractor's Project No.: 20-17-072
Owner's Contract No.:	Contractor's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions	1. ORIGINAL CONTRACT PRICE	2. Net change by Change Orders	3. Current Contract Price (Line 1 + 2)	4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	5. RETAINAGE:
	1	\$77,000.00	\$0.00	\$	\$	\$174,000.00	\$	\$
	2	\$0.00	\$0.00	\$	\$	\$174,000.00	\$	\$
	3	\$97,000.00	\$0.00	\$	\$	\$174,000.00	\$	\$
	4			\$	\$	\$174,000.00	\$	\$
	5			\$	\$	\$174,000.00	\$	\$
	6			\$	\$	\$174,000.00	\$	\$
	7			\$	\$	\$174,000.00	\$	\$
	8			\$	\$	\$174,000.00	\$	\$
	9			\$	\$	\$174,000.00	\$	\$
	10			\$	\$	\$174,000.00	\$	\$
	TOTALS					\$174,000.00	\$	\$
	NET CHANGE BY CHANGE ORDERS					\$174,000.00	\$	\$

5. RETAINAGE:

a.1 (A-C-M-I-A-B-C-O) 0%	X	\$	2,031,960.00	Work Completed	\$	6,250.00
a.2 (B, C-O) 5%	X	\$	125,000.00		\$	2,817.25
b. 5%	X	\$	56,345.00	Stored Material	\$	9,067.25
c. Total Retainage (Line 5a + Line 5b)		\$			\$	2,213,305.00

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 2,204,237.75

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 2,053,810.00

8. AMOUNT DUE THIS APPLICATION \$ 150,427.75

9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) \$ 1,669,742.25

Payment of: \$150,427.75
 (Line 8 or other - attach explanation of the other amount)

is recommended by: J-U-B ENGINEERS, Inc. 8/11/22 (Date)

Payment of: \$150,427.75
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date)

Approved by: _____ (Date)

Approved by: _____ (Date)

Approved by: _____ (Date)

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Signature: [Signature]
 By: S&L Underground Date: 8/11/22

Contract Day Summary

Feb 18, 2021 Notice to Proceed Date

The Date of Substantial Completion for Schedule A is on or before 10/31/2021.

The Date of Substantial Completion for Schedule B is on or before 10/31/2022.

The Date of Substantial Completion for Schedule C is on or before 10/31/2023.

The Date of Readiness for Final Payment for Schedule A is on or before 11/30/2021.

The Date of Readiness for Final Payment for Schedule B is on or before 11/30/2022.

The Date of Readiness for Final Payment for Schedule C is on or before 11/30/2023.

Progress Estimate

City of Bonner Ferry
 Moyie Dam Concrete Rehabilitation Project - Schedules A, B, C and Additive Alternate No. 1
 Application Number: Seven (07)
 Application Date: Jul 31, 2022

Contractor's Application

Item	Bid Item No.	Description	B			C			Work Completed		E	F	G
			Unit Price	Total Price	Only Previous Applications	Only This Period	Total Value To Date	Materials Presently Stored (net in C or D)	Total Completed and Stored to Date (D.2 + E)	% Complete (F/B)			
SCHEDULE A - WEST SPILLWAY													
	00010.A	Mobilization, Bonding, Staging and Access	1 LS	\$110,000.00	\$110,000.00	1.00		\$ 110,000.00	100.0%		\$110,000.00	100.0%	\$0.00
	0225.A	Hydro-Demolition	7.00 SF	\$60.00	\$420.00	7.00		\$ 420.00	100.0%		\$420.00	100.0%	\$0.00
	0237.A	Erosion Control and Mitigation	1 LS	\$50,000.00	\$50,000.00	1.00		\$ 50,000.00	100.0%		\$50,000.00	100.0%	\$0.00
	SP-1.A	Work Plan	1 LS	\$5,000.00	\$5,000.00	1.00		\$ 5,000.00	100.0%		\$5,000.00	100.0%	\$0.00
	SP-2.A	Concrete Rehabilitation (Plan Quantity)	154 CY	\$5,500.00	\$847,000.00	154.00		\$ 847,000.00	100.0%		\$847,000.00	100.0%	\$0.00
	SP-3.A	Demolition and Rehabilitation Contingency	15 CY	\$3,500.00	\$52,500.00	15.00		\$ 52,500.00	100.0%		\$52,500.00	100.0%	\$0.00
SCHEDULE B - EAST SPILLWAY													
	02010.B	Mobilization, Bonding, Staging and Access	1 LB	\$170,000.00	\$170,000.00	0.00		\$ 170,000.00	0.0%		\$170,000.00	0.0%	\$65,000.00
	0225.B	Hydro-Demolition	95.17 SF	\$90.00	\$8,565.30	0.00		\$ 8,565.30	0.0%		\$8,565.30	0.0%	\$67,000.00
	0237.B	Erosion Control and Mitigation	1 LS	\$90,000.00	\$90,000.00	0.00		\$ 90,000.00	0.0%		\$90,000.00	0.0%	\$72,000.00
	SP-1.B	Work Plan	1 LS	\$5,000.00	\$5,000.00	1.00		\$ 5,000.00	100.0%		\$5,000.00	100.0%	\$0.00
	SP-2.B	Concrete Rehabilitation (Plan Quantity)	235 CY	\$3,500.00	\$822,500.00	0.00		\$ 822,500.00	0.0%		\$822,500.00	0.0%	\$765,155.00
	SP-3.B	Demolition and Rehabilitation Contingency	25 CY	\$3,500.00	\$87,500.00	0.00		\$ 87,500.00	0.0%		\$87,500.00	0.0%	\$87,500.00
SCHEDULE C - DAM FACE													
	02010.C	Mobilization, Bonding, Staging and Access	1 LS	\$50,000.00	\$50,000.00	1.00		\$ 50,000.00	100.0%		\$50,000.00	100.0%	\$0.00
	0225.C	Hydro-Demolition	4.82 SF	\$60.00	\$289.20	4.82		\$ 289.20	100.0%		\$289.20	100.0%	\$0.00
	0237.C	Erosion Control and Mitigation	1 LS	\$50,000.00	\$50,000.00	1.00		\$ 50,000.00	100.0%		\$50,000.00	100.0%	\$0.00
	02800.C	Site Restoration	1 LS	\$75,000.00	\$75,000.00	1.00		\$ 75,000.00	100.0%		\$75,000.00	100.0%	\$0.00
	SP-1.C	Work Plan	1 LS	\$5,000.00	\$5,000.00	1.00		\$ 5,000.00	100.0%		\$5,000.00	100.0%	\$0.00
	SP-2.C	Concrete Rehabilitation (Plan Quantity)	70 CY	\$3,500.00	\$245,000.00	70.00		\$ 245,000.00	100.0%		\$245,000.00	100.0%	\$0.00
	SP-3.C	Demolition and Rehabilitation Contingency	10 CY	\$3,500.00	\$35,000.00	10.00		\$ 35,000.00	100.0%		\$35,000.00	100.0%	\$0.00
ADD ALT NO. 1													
	SP-3	Drain Pipe Installation	20 EA	\$500.00	\$10,000.00	20.00		\$ 10,000.00	100.0%		\$10,000.00	100.0%	\$-1,000.00
CHANGE ORDER NO. 1													
	SP-2.A	Schedule A - Concrete Rehabilitation (Plan Quantity) - CO 1	8 CY	\$3,500.00	\$28,000.00	8.00		\$ 28,000.00	100.0%		\$28,000.00	100.0%	\$0.00
	SP-2.C	Schedule C - Concrete Rehabilitation (Plan Quantity) - CO 1	14 CY	\$3,500.00	\$49,000.00	14.00		\$ 49,000.00	100.0%		\$49,000.00	100.0%	\$0.00
CHANGE ORDER NO. 2													
	NOA	CO#2 is a work schedule CO only.	0 NA	\$0.00	\$0.00	0.00		\$ 0.00	0.0%		\$0.00	0.0%	\$0.00
CHANGE ORDER NO. 3													
	SP-2.B	Schedule B - Concrete Rehabilitation (Plan Quantity)	26.5 CY	\$3,500.00	\$92,750.00	0.00		\$ 92,750.00	0.0%		\$92,750.00	0.0%	\$82,250.00
	SP-2-B-1	Demolition and Rehabilitation Contingency	2.5 CY	\$3,500.00	\$8,750.00	0.00		\$ 8,750.00	0.0%		\$8,750.00	0.0%	\$8,750.00
	SP-3	Drain Pipe Installation (Schedules A and C) Quantity Adjustment	2 EA	\$500.00	\$1,000.00	0.00		\$ 1,000.00	0.0%		\$1,000.00	0.0%	\$1,000.00
	SP-3.1	Drain Pipe Installation (Schedule B)	10 EA	\$500.00	\$5,000.00	0.00		\$ 5,000.00	0.0%		\$5,000.00	0.0%	\$5,000.00
					\$0.00	0.00		\$ 0.00	0.0%		\$0.00	0.0%	\$0.00
					\$0.00	0.00		\$ 0.00	0.0%		\$0.00	0.0%	\$0.00
					\$1,211,640.00			\$1,211,640.00					
		Totals: A			\$72,920.00			\$72,920.00					
		Totals: B			\$125,000.00			\$125,000.00					
		Totals: B w/ CO#03			\$125,000.00			\$125,000.00					
		Totals: A,B,C w/ Add Alt and CO#01			\$2,031,960.00			\$2,031,960.00					
		Totals: ALL			\$3,872,980.00			\$3,872,980.00					
					\$5,345.00			\$5,345.00					\$1,660,675.00

Ordinance #604

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR, BEGINNING OCTOBER 1, 2022, APPROPRIATING THE SUM OF \$16,237,747 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 \$16,237,747 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, 2022.
- Section 2. That the objects and purposes for such appropriations are made as follows:

Proposed General Government Fund Expenditures

General Government	\$269,470	
Police Department & Police Grants	817,646	
Animal Control	12,021	
Fire Department	249,273	
Parks Department & Visitor Center	81,785	
Swimming Pool	79,006	
Golf Course	152,376	
Street Department	570,158	
South Hill Slough Grant	199	
D.A.R.E./School Resource Officer	68,061	
Economic Development Coordinator Grant	70,326	
Dike Maintenance	20,000	
Capital	178,000	
Inter-Department Contingency	527,796	
Total General Fund Expenditures		\$3,096,117

Proposed Enterprise Fund Expenditures

Electric Fund	8,737,355	
Water Fund	2,287,008	
Sewer Fund	1,955,729	
Garbage Fund	161,538	
Total Enterprise Expenditures		13,141,630
Total Expense Budget Fiscal Year 2022		<u>\$ 16,237,747</u>

- Section 3. That the general levy of \$725,685 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, 2022.
- 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, 2022, 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 August 16, 2022.

APPROVED by the Mayor on the 16th day of August, 2022.

James R. Staples, Mayor

ATTEST:

Christine McNair, City Clerk



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer
DATE: August 12, 2022
RE: **Electric – Moyie Dam – Controls Engineering Study**

The City has been working with Schweitzer Engineering Laboratories (SEL) to develop a scope of work to complete a preliminary engineering study to determine the best path forward regarding controls upgrades at the power houses. The attached scope describes the work that will be completed by SEL before October 31, 2022.

I recommend that the Council approve the attached contract, scope, and fees with Schweitzer Engineering Laboratories for a maximum of \$14,445 and authorize the Mayor to sign the contract.

Thank you,

A handwritten signature in blue ink, appearing to read "Mike Klaus".

Mike

QUOTATION NUMBER: 028174.000.00 Control System Upgrade

Customer	SEL Engineering Services, Inc. (SEL ES)
Mike Klaus, City Engineer	08/10/2022
City of Bonners Ferry	Sahana Shenoy
7232 Main Street #149 Bonners Ferry, ID 83805	
Office: +1.208.267.0357	Office: +1.509.334.5461
mklaus@bonnersferry.id.gov	sahana_shenoy@selinc.com

Sales Representative Contact Information

Quote Details

Description	
Scope of Work/ SEL ES Deliverables	<p>Front-end engineering design (FEED) study and site assessment</p> <ul style="list-style-type: none"> • FEED Study includes the following: <ul style="list-style-type: none"> – Kick-off meeting (virtual). – One (1) day onsite assessment for two (2) SEL ES personnel at the Customer location in Bonners Ferry, ID. – Review of existing documents, drawings, and protection scheme for relay replacement. – FEED study document including detailed scope, bill of material (BOM), options of system design philosophy. <p>Deliverables to SEL ES</p> <ul style="list-style-type: none"> • The Customer will provide the following items to SEL ES: <ul style="list-style-type: none"> – An approved one-line drawing for the project. – Drawing templates, standards, and numbers. If not supplied, then the project will use SEL ES drawing templates, standards, and numbers. – Control voltage (ac/dc, magnitude) at each location. – Existing setting information. – Existing SEL relay settings. – Points list for non-SEL device interface if applicable. – Written acceptance of the final design package. – Any other information required to complete the project.
Clarifications or Exceptions	<p>For safety reasons, SEL ES personnel will not plan to work more than 10 hours per day. Should job requirements dictate work hours in excess of 10 hours per day, SEL ES and the Customer must review the requirements and agree on an appropriate plan that addresses safety concerns and the reasonableness of the hardship that the excessive hours place on SEL ES personnel.</p>
Price (USD)	\$10,000.00

Confidentiality Notice: The information contained in this query is privileged and confidential information and is intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient or the person responsible for delivering the material to the intended recipient, you are hereby notified that any dissemination, disclosure, copying, or distribution of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by telephone and destroy this material accordingly.

Quote Details	
Delivery/ Schedule	SEL ES will conduct a FEED study at customer site at Bonners Ferry, ID. The SEL ES FEED study is expected to occur during following time frame of October 24th through October 31st of 2022, the date will be determined at award of contract. SEL ES will provide FEED report with observations, BOM and options for system design philosophy within ten (10) days of site visit.

Option Description	
Option 1:	Additional day of onsite assessment for two (2) SEL ES personnel at the Customer location in Bonners Ferry, ID.
Price (USD)	\$4,445.00
Total with Option 1:	\$14,445.00

To accept this quote and attached terms, please sign, date, and return this quote. All purchase orders shall be issued to SEL Engineering Services, Inc.	
_____	_____
Customer Signature	SEL ES Signature
_____	_____
Customer Name (Printed)	SEL ES Name (Printed)
_____	_____
Title	Title
_____	_____
Date	Date

Contract Information (to be completed by Customer)	
Customer PO/Ref#:	Contract Amount:
Ship To Address:	
Bill To Address:	

Commercial Details	
Contract Conditions	This quote is subject to SEL ES Terms and Conditions (attached).
Payment Terms	30 Days

Commercial Details											
Payment Schedule	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Milestone Activity</th> <th style="text-align: right;">Price (USD)</th> </tr> </thead> <tbody> <tr> <td>1. Upon receipt of PO</td> <td style="text-align: right;">\$2,000.00</td> </tr> <tr> <td>2. Upon completion of FEED Study</td> <td style="text-align: right;">\$8,000.00</td> </tr> <tr> <td>3. Option 1</td> <td style="text-align: right;">\$4,445.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$14,445.00</td> </tr> </tbody> </table>	Milestone Activity	Price (USD)	1. Upon receipt of PO	\$2,000.00	2. Upon completion of FEED Study	\$8,000.00	3. Option 1	\$4,445.00	Total	\$14,445.00
Milestone Activity	Price (USD)										
1. Upon receipt of PO	\$2,000.00										
2. Upon completion of FEED Study	\$8,000.00										
3. Option 1	\$4,445.00										
Total	\$14,445.00										
Validity	This quotation is valid for 60 days. SEL ES reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.										
Goods and Services Tax	All quoted prices are exclusive of any sales, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.										

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and SEL Engineering Services, Inc. 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:

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:

CONTRACTOR shall complete the project by 10/31/2022.

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

Total not to exceed \$ 14,445.00

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.**

CONTRACTOR warrants to ENTITY that Products are free from defects in material and workmanship for ten (10) years after shipment for all CONTRACTOR Products, including CONTRACTOR-manufactured control enclosure structures and panels. The sole and exclusive warranties for any software are set forth in the CONTRACTOR Software License Agreement. This warranty is conditioned upon proper storage and shall be void in its entirety if ENTITY modifies Products without prior written consent to and subsequent approval of any such modifications by CONTRACTOR or uses Products for any applications that require product listing or qualification not specifically included in the CONTRACTOR written quotation or proposal. If any Product fails to conform to this warranty, ENTITY properly notifies CONTRACTOR of such failure and ENTITY returns the Product to CONTRACTOR factory for diagnosis (and pays all expenses for such return), CONTRACTOR shall correct any such failure by, at its sole discretion, either repairing any defective or damaged Product part(s) or making available any necessary replacement part(s) or Product(s). CONTRACTOR will pay the freight to return the Product to the ENTITY (Carriage Paid to (CPT) ENTITY's place of business). If CONTRACTOR is unable or unwilling to repair or replace, CONTRACTOR and ENTITY shall negotiate an equitable resolution such as a prorated refund or credit to the ENTITY's account. Any Product repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period. CONTRACTOR shall perform the Project in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. CONTRACTOR shall reperform (or, at CONTRACTOR's option, pay a third party to reperform) any defective services at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), EXCEPT WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT. CONTRACTOR shall, whenever possible, pass the original manufacturer warranty to ENTITY for non-CONTRACTOR products.

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 and except to the extent that any such damages or injury to persons or property are caused by the acts or omissions of ENTITY or any of its officers, agents or employees.

Limitation of Liability. Contractor's liability for damages to the State for any cause whatsoever is limited to one million dollars (\$1,000,000) provided, however, that the following shall not be subject to the foregoing limit:

1. Patent and copyright indemnity required by the Contract;
2. Liquidated damages assessed under the Contract;
3. Claims for personal injury, including death;
4. Claims for damage to real property or tangible or intangible property arising from the Contractor's acts or omissions under the contract;
5. The insurance coverage required by the Contract;
6. Damages arising from the gross negligence or willful misconduct of the Contractor, its employees, its subcontractors, or its agents; and,
7. Government fines and penalties not imposed by the State

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.

13. **INTELLECTUAL PROPERTY:** CONTRACTOR retains all its intellectual property rights. All documents, designs, drawings, plans, specifications and other work product (collectively "Work Product") prepared by CONTRACTOR in performing the Project shall not be deemed "works made for hire" for ENTITY. To the extent that any such Work Product prepared by CONTRACTOR while performing the Project is integrated into the Project, CONTRACTOR hereby grants ENTITY a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, limited license to use, copy and modify such Work Product for internal business purposes only. CONTRACTOR's Work Product and/or designs for other projects shall not be used for any purpose except the applicable Project without first obtaining CONTRACTOR's written consent. ENTITY agrees to indemnify, defend and hold harmless CONTRACTOR and all related parties from and against any unauthorized use or reuse of Work Product furnished by CONTRACTOR, and any changes made by ENTITY or others relating to design documents produced by CONTRACTOR.

DATED this _____ day of _____, 20____.

ENTITY:

James R. Staples, Mayor

CONTRACTOR:

By _____
(Name)

ATTEST:

*Christine McNair
City Clerk of Bonners Ferry*

Its _____
(Title or Office)

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by Andrakay Pluid, attorney for the City of Bonners Ferry.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer
DATE: August 12, 2022
RE: Electric – Moyie Dam Part 12D Inspection and Report

Every 5 years the City is required by the Federal Energy Regulatory Commission (FERC) to complete a comprehensive inspection of the Moyie Dam with an independent consultant and the FERC. The engineering firm we have used for this type of work is HDR Engineering. This required work has been budgeted for in the electric department for 2023. While the work will need to begin before the end of FY2022, most of the fees will be paid in FY2023. I recommend that the Council approve the attached contract, scope, and fees with HDR Engineering for \$49,900, and authorize the Mayor to sign the contract.

Thank you,

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

Mike

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between City of Bonners Ferry (CITY), a political subdivision of the state of Idaho, herein "ENTITY" and HDR Engineering, herein "(CONTRACTOR)".

The parties agree as follows:

1. SCOPE OF WORK: ENTITY engages CONTRACTOR to perform the work associated with engineering services as it relates to dam safety, specifically, additional services as described in the letter scope of work provided by HDR Engineers, as included in Exhibit "A" attached hereto.

2. PAYMENT: ENTITY agrees to pay CONTRACTOR for his services rendered under this Agreement an amount not to exceed the total sum of \$49,900.00 for said services. The parties agree that CONTRACTOR will invoice ENTITY for payment under this Agreement for services rendered herein.

3. RIGHT OF CONTROL: ENTITY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.

5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

6. LICENSES AND LAW: CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS: Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

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. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: This contract deliverables will be completed by CONTRACTOR in accordance with schedule set forth in Exhibit A.

11. 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.

12. 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 act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

13. 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 \$1,000,000.00, 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 said require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

14. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

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

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. 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.

19. WAIVER: Notwithstanding anything to the contrary in this contract and to the fullest extent permitted by law, neither party to this contract shall be liable to the other party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to CONTRACTOR's services or this Agreement from any cause or causes, including but not limited to any such damages caused by negligence, errors or omissions, strict liability or breach of contract.

20. 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.

DATED this _____ day of _____, 20____.

ENTITY: _____ CONTRACTOR: _____
James R. Staples, Mayor By _____
(Name)

ATTEST: _____ Its _____
(Title or Office)

Christine McNair WITNESS: _____
City Clerk of Bonners Ferry (Signature of Witness or Notary Public)

Form and content approved by Andrakay Pluid, attorney for the City of Bonners Ferry.

Exhibit A

HDR Letter Scope



August 12, 2022

Mr. Mike Klaus, PE
City Administrator/Engineer
City of Bonners Ferry
PO Box 149,
Bonners Ferry, Idaho 83805

Via Email: mklaus@bonnersferry.id.gov

Subject: Bonners Ferry – Moyie Dam Part 12D Dam Safety Report

Dear Mike:

HDR appreciates the opportunity to provide the City of Bonners Ferry with this proposal for the Tenth Independent Part 12D Consultant's Safety Inspection Report (CSIR) for the Moyie Project.

Project Description and Goals

The Moyie River Hydroelectric Project (FERC project number 1991-ID) is located near Moyie Springs in Boundary County, Idaho and is owned and operated by the City of Bonners Ferry. The Moyie Dam, constructed in 1949, is a 92-foot-high concrete gravity structure located on the Moyie River approximately one and one half miles upstream from the confluence of the Moyie and Kootenai rivers.

Project Approach

Project Planning and Project Management

HDR's project manager and proposed independent consultant (IC), Keith Moen, will work closely with The City of Bonners Ferry (The City) to develop a plan for accomplishing the work within the required schedule and with the necessary review and level of detail. The date for submittal of the report provided by FERC is April 7, 2023. A suggested schedule is shown below which provides the report well before this date, and can be modified to meet project requirements, as needed.

Background Information Review

Mr. Moen is already familiar with the historic documentation associated with the Moyie Dam, hydropower plant and appurtenance features. The focus of this task will be to refresh familiarity with existing data, examine new data, and organize and prepare the information in advance of the site visit and Potential Failure Mode Analysis (PFMA) session.

- The IC will collaborate with other HDR subject matter experts to review data and perform hydrology, seismicity, hydraulics, and dam analyses.

- The IC will advise The City on suggested updates to the supporting technical information document (STID).

PFMA Review

The IC will participate in the PFMA session in accordance with the steps outlined in the current FERC Guidelines, Chapter 14, Dam Safety Performance Monitoring Program (FERC Guidelines). The PFMA session will be comprehensive and each PFM will be developed to have a specific loading condition, mode of failure, defined consequence to public safety, and category with rationale. Previous PFMs will be reviewed for completeness and any additional PFMs will be identified and developed as described above. The PFMA session may include estimating the probability of occurrence for failure modes in accordance with appropriate Risk Informed Decision Making (RIDM) methods. The PFMA session participants will consist of The City staff (e.g., operators, engineers, and technicians), IC team members, FERC, and other subject matter experts (e.g., other consultants, federal or state employees).

The IC will conduct interviews with operations, maintenance, and engineering staff during the Part 12D field inspection and as part of the PFMA review. These interviews are critical with respect to understanding operational, monitoring, and instrumentation practices, and how they may impact PFMs.

FERC initiative to improve PFMA process has led to increased expectations for the IC to develop the PFMs. The existing PFMs are rational and well described; however, additional work will be required to fully address the evolving FERC expectations on PFM development.

Assumptions: HDR's scope of work and estimated hours are based on the following understandings and expectations:

- The PFMA session will take one day to complete.
- The PFMA session will include the IC's participation.
- The City will coordinate participation of relevant operations staff to be included in the PFMA session.
- The PFMA session will take place in The City's Bonners Ferry, Idaho office.

Deliverables: Deliverables are described in the task below.

FERC Part 12D Field Inspection

The Part 12D field inspection will follow the process outlined in Chapter 14 of the FERC Guidelines 2014 (the updated 2021 FERC process will not be required). It is anticipated that the IC's inspection will coincide with FERC's inspection of the Moyie Dam. The IC will inspect and evaluate relevant project facilities that are accessible in accordance with FERC regulations. This includes all water-retaining features, powerhouse, reservoir, penstock/pipeline, etc., excluding transmission and transformation facilities and generation

equipment. A reservoir rim inspection by car or boat as required to provide a visual review of the edge of the reservoir is anticipated to be part of the inspection.

Assumptions: HDR's scope of work and estimated hours are based on the following understandings and expectations:

- The dam and reservoir rim inspections can be completed in one day, immediately following the PFMA session and will be conducted by car and walking.
- Inspection of the interiors of the tunnels/penstocks/pipelines is not included.
- HDR's inspection will be conducted by the IC.

Deliverables: A memorandum summarizing field inspection findings will be included in the Part 12D Report.

PFMA Supplement Report

The IC will prepare a draft PFMA Supplement Report (PFMA Report), including a section on Major Findings and Understandings and an updated PFM summary table, for review by The City and FERC. The draft PFMA Report will inform the field inspection activities, and as such, will be finalized after the FERC Part 12D field inspection. The draft PFMA Report will be consistent with the outline provided in Chapter 14 of the FERC Guidelines and will be prepared in advance of the FERC Part 12D field inspection.

Assumptions: HDR's scope of work and estimated hours are based on the following understandings and expectations:

- Approximately three weeks of review time will be sufficient for The City.
- A single draft review will be sufficient for The City.

Deliverables: Draft and final PFMA Report, consistent with Chapter 14 of the FERC Guidelines.

Part 12D Report

Following the FERC Part 12D field inspection, the IC will prepare the draft Part12D Report for review by The City, including any proposed revisions to the draft PFMA Report.

The draft Part 12D Report (including the Part12D Report and PFMA Report) will be transmitted in electronic format to The City for review.

The IC will provide a detailed assessment of the current STID. The IC will review, evaluate, and comment on the appropriateness and current validity of the previous analyses provided in Section 8 of the current STID.

The final Part 12D Report will be consistent with the outline in 18 CFR 12D, the current FERC Annual Letter, and Chapter 14 of the FERC Engineering Guidelines. HDR understands that the IC must be able to include a clear statement in the final Part 12D

Report that the IC has reviewed the pertinent analyses and evaluations along with the underlying assumptions, and that the IC has concluded that the assumptions and methods of analysis or evaluation were appropriate for the structure, and were applied correctly and appropriately given current guidelines and state of dam safety practice (as referenced in the Part 12D Report).

The final Part 12D report and STID and reference materials will be assembled from materials provided by The City for inclusion in the appendix section of the Part 12D Report. An original (reproducible) and seven hard copies of the final report will be delivered to The City, as well as an electronic copy in electronic format, as appropriate (Microsoft Word, Adobe Acrobat pdf, and other format files) on DVD.

Assumptions: HDR's scope of work and estimated hours are based on the following understandings and expectations:

- A single review of the draft Part 12D Report will be adequate.
- Approximately three weeks of review time is sufficient for The City.
- This task includes preparation of the Part 12 Report and delivery to the FERC D2SI-PRO.

Deliverables: Final Part 12D Report, consistent with the FERC guidelines for the project.

Scope Disclaimer

Conclusions, opinions, and recommendations are based on a limited number of observations and data. HDR can make no other representation, guarantee, or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service to be provided.

Detailed investigations and analyses involving topographic mapping, subsurface investigations, testing, and detailed computational evaluations are beyond the scope of this assessment report. The condition of the dam will vary over time depending on numerous and constantly changing internal and external conditions. It would be incorrect to assume that the reported condition of the dam will continue to represent the condition of the dam at some point in the future. Only through continued care and inspection can unsafe conditions be detected.

Team

The team will be as follows:

- Keith Moen PE Independent Consultant
- Mick Schubert Project Manager/Hydrology Review
- Tom O'Brien, Senior Review QA/QC
- Nick Dempsey, Note Taker
- Others include EIT report preparation support, clerical/administrative support and accounting

Schedule

Notice to Proceed.....Mid August, 2022
Background data transfer Mid to late August
Site Visit September 12th and 13th
Draft PFMA Update and Major Findings Memo Mid October
Final PFMA Update and Major Findings MemoEnd of October
Draft Part 12D CSIR End of December
Final Part 12D CSIREnd of January, 2023

Budget

HDR recommends a budget based on a time-and-materials basis.

- Not to exceed (without written permission from City) \$49,900

Contract

HDR has successfully negotiated a contract with The City for dam safety work, and we suggest using the previous terms for this work.

Please do not hesitate to contact me at (206) 826-4685 or Kate Eldridge at (208) 387-7019 if you have any questions or comments regarding this proposal.

Sincerely,

HDR Engineering, Inc.



Keith Moen
Independent Consultant



Kate Eldridge
Senior Vice President

Client	City of Bonners Ferry	Activity Description	Employee Name	Moehn, Keith C	Eltridge, Kate	Dunsmuir, Nicholas A	Walker, Colleen D	Thompson, Donald (DPO)	Schubert, Mike	Rodecker, Wendy	Total Cost	Subcontract	Subcontractant Name	Labor	L Markup %	Expenses	E Markup %	Total Sub Fee	Total Markup		
Project Description	Moyle Dam Part 12D Report																				
Project Manager	Mike Schubert/Keith Moehn																				
Project Location	Bonnans Ferry, ID																				
WOT/PO/SOW #:																					
Contract Start Date:																					
Contract End Date:																					
Escalation %	0.00%																				
Escalation Amount	\$0.00																				
Labor Amount	\$49,137.70																				
Expenses/Subs	\$730.00																				
Total Contract Fee	\$49,867.70																				
TOTAL BILLABLE EXPENSES & MARKUP																					
											\$730.00										

Activity Description	Employee Name	Moehn, Keith C	Eltridge, Kate	Dunsmuir, Nicholas A	Walker, Colleen D	Thompson, Donald (DPO)	Schubert, Mike	Rodecker, Wendy	Total Hours	Task Total
2 Moyle Dam Part 12D										
2.1 Project Set up and Management									8	\$ 870.40
2.2 Data Review									8	\$ 1,605.30
2.3 Site Inspection/PPMA									52	\$ 2,458.64
2.4 PFMA Report									56	\$ 9,231.56
2.5 Part 12D Report - Draft									82	\$ 9,821.08
2.6 Part 12D Report - Final									54	\$ 15,696.30
Bill Rate									Hour Total	Labor Total
									269	\$ 49,137.70



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer
DATE: August 12, 2022
RE: **Electric – Riverside Electrical Relocation Agreement with the Federal Highway Administration**

Attached with this memo is an agreement from the Federal Highway Administration requiring the City to relocate its electrical infrastructure on Riverside Street west of City limits. The agreement includes compensation to the City at a maximum amount of \$181,000 for work required.

I recommend that Council approve the agreement and authorize the mayor to sign it.

Thank you,

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

Mike

1. **Award No.**
6905672240014
2. **Effective Date**
See Block 17
3. **CDFA No.**
20.224
4. **Awarded To**
City of Bonners Ferry
7232 Main Street
Bonners Ferry, ID 83805
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division
- DUNS No.: 1557960550000
6. **Period of Performance**
From Effective date to 11/01/23
7. **Total Amount**
Federal Share: \$181,000
Recipient Share: \$181,000
Total Value: \$362,000
8. **Type of Agreement**
Grant
9. **Authority**
23 U.S.C. Section 204
10. **Procurement Request No.**
HFLWCA220017PR
11. **Funds Obligated**
\$181,000
12. **Submit Payment Requests To**
See "Payment" clause in General Terms and Conditions
13. **Payment Office**
14. **Accounting and Appropriation Data**
- | | | | | |
|---------------|----------------|------------|-------|--------------|
| 1517162158061 | 531.PE.K200.16 | 1716000000 | 41011 | \$181,000.00 |
|---------------|----------------|------------|-------|--------------|
15. **Description of Project**
Riverside Road Improvements, ID BOUNDARY 5806(1)
16. **City of Bonners Ferry, ID**
17. **Federal Highway Administration**

Signature **Date**
Name: James R. Staples
Title: Mayor

Signature **Date**
Name: Angy Liljedahl
Title: Agreement Officer

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SECTION A - PROGRAM DESCRIPTION

1. STATEMENT OF PURPOSE

The purpose of this agreement is to provide reimbursement to the City of Bonners Ferry (City) for relocation of power utilities along Riverside Road within the project limits.

2. LEGISLATIVE AUTHORITY

23 U.S.C. Section 204.

3. PROJECT BACKGROUND AND SCOPE

This project is located in Boundary County, Idaho, just west of Bonners Ferry. The project limits are from the Bonners Ferry City Limit to the Kootenai National Wildlife Refuge Visitor Center. Approximate GPS coordinates of the start of project are 48.69365° N, -116.3309°W and the end of the project are 48.706968° N, -116.415742°W.

The project includes re-construction of the roadway base, including widening the roadway from 22' to 32', raising the roadway 1-2' through portions of the Kootenai National Wildlife Refuge, lowering the roadway 4-6' along the levee, and paving with asphalt concrete pavements. Safety improvements to include softening of horizontal curves and widening of shoulders for use by alternative modes of transportation.

4. STATEMENT OF WORK

This agreement provides funding for the City to perform, or cause to be performed, the work herein described, furnishing all materials, labor, and equipment necessary and incidental to the relocation, adjustment, and protection of its facilities, in accordance with the City's relocation plans and design, and in accordance with the Government's project plans.

Preliminary Engineering work for the relocations will be performed by the City. Relocation of said facilities will be performed by the City before construction of said project is scheduled to begin (April 1, 2023). Material, labor, and equipment to perform the work will be furnished by the City. All relocation work will remain within County road rights of way, or within the City's existing utility easement area.

FHWA and the City (Recipient) may amend or terminate this agreement to adjust to project development, environmental, or construction needs.

5. DELIVERABLES

The Recipient will submit a progress report with each request for reimbursement indicating dates covered, work that has been completed within the request for reimbursement coverage dates, and anticipated dates of major project milestones (i.e. construction start, and construction completion).

Submit electronic pdf files and one hard copy of all deliverables to FHWA.

6. KEY OFFICIALS

Government – FHWA/Federal Lands Highway Division

Contact: Brandon Stokes, Agreement Officer's Representative (AOR)
Voice: (360) 619-7813
Fax: (360) 619-7945
Email: brandon.stokes@dot.gov

Financial Contact: Genise Dance
Voice: (360) 619-7534
Fax: (360) 619-7945
Email: Genise.Dance@dot.gov

Recipient – City of Bonners Ferry

Program & Agreement Contact
Name: Mike Klaus
Address: 7232 Main Street
Bonners Ferry, ID 83050
Telephone: 208-267-0357
Email: mklaus@bonnersferry.id.gov

Finance Contact
Name: Christine McNair
Address: 7232 Main Street
Bonners Ferry, ID 83050
Telephone: 208-267-0351
Email: cmcnair@bonnersferry.id.gov

SECTION B – FEDERAL AWARD INFORMATION

1. TYPE OF AWARD

The planned award type is a Grant.

2. COST SHARING OR MATCHING

The City's cost share shall be 50% of all relocation costs incurred.

The Government's cost share shall be 50% of all relocation costs incurred.

3. PERIOD OF PERFORMANCE

The period of performance for this Agreement is in accordance with Block 6 on page one of the Agreement.

4. DEGREE OF FEDERAL INVOLVEMENT

The FHWA does not anticipate substantial Federal involvement between it and the Recipient during the course of this project. The anticipated Federal involvement is to complete design, NEPA certification and construction.

SECTION C - FEDERAL AWARD ADMINISTRATION INFORMATION

1. FEDERAL AWARD NOTICES

Only the AO can commit the FHWA. The award document, signed by the AO, is the authorizing document. Only the AO can bind the Federal Government to the expenditure of funds.

2. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

General terms, conditions, and governing regulations that apply to this agreement are available online at:

https://www.fhwa.dot.gov/cfo/contractor_recip/gtandc_generaltermsconditions.cfm

The online list dated March 6, 2015 of "GENERAL TERMS AND CONDITIONS FOR ASSISTANCE AWARDS" shall apply to the resulting award.

A. INDIRECT COSTS

This section is not applicable to this Agreement.

B. DATA RIGHTS

The Recipient must make available to the FHWA copies of all work developed in performance with this Agreement, including but not limited to software and data. Data rights under this agreement shall be in accordance with 2 CFR 200.315, Intangible property.

C. PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information (PII) as defined at CFR Part 200.79 and 2 CFR 200.82 at will not be requested unless necessary and only with prior written approval of the AO with concurrence from the AOR.

D. AVAILABLE FUNDING

The cost of the work to be reimbursed by FHWA is Not to Exceed the amount in block 11 of the cover page, unless an amendment to the Agreement is made in writing and agreed to by both parties.

E. KEY PERSONNEL

Pursuant to 2 CFR 200.308(c)(2), the Recipient must request prior written approval from the AO for any change in Key Personnel specified in the award. The following person(s) are/have been identified as Key Personnel:

Name	Title/Position
None	

F. SUBAWARDS AND SUBCONTRACTS APPROVAL

If the Recipient does not use competitive contracting, then the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award.

The following subawards and subcontracts are currently approved under the Agreement. The Recipient is authorized to enter into subawards and subcontracts with the following under this agreement:

1. (list names of approved subawards/contracts)

Approval of any additional new subawards and subcontracts is contingent upon a fair and reasonable price determination, and approval by the AO for each proposed subcontractor/sub-recipient. Consent to enter into subawards and subcontracts will be issued through written notification from the AO or a formal amendment to the Agreement.

G. ORDER OF PRECEDENCE

This section is not applicable to this agreement.

H. DESIGNATION AS RESEARCH OR NON-RESEARCH AGREEMENT

This agreement is designated as: NON-RESEARCH

I. CONFERENCE SUPPORT RESTRICTIONS

The Recipient must obtain written approval from the AOR prior to incurring any costs for conference support. See the definition of conference as contained in 2 CFR 200.432.

Food and beverage costs are not allowable conference expenses for reimbursement under this Agreement.

Note: Costs of meals are allowable as a travel per diem expense for individuals on travel status and pursuant to the Travel clause of this Agreement.

J. DISPUTES

The parties to this Agreement will communicate with one another in good faith and in a timely and cooperative manner when raising issues under this provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between the FHWA and the Recipient concerning questions of fact or law arising from or in connection with this Agreement and whether or not involving alleged breach of this Agreement, may be raised only under this Disputes provision.

Whenever a dispute arises, the parties will attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event will a dispute which arose more than three months prior to the notification made under the following paragraph of this provision constitute the basis for relief under this article unless FHWA waives this requirement.

Failing resolution by mutual agreement, the aggrieved party will document the dispute by notifying the other party in writing of the relevant facts, identify unresolved issues and specify the clarification or remedy sought. Within five working days after providing written notice to the other party, the aggrieved party may, in writing, request a decision from the AO. The AO will conduct a review of the matters in dispute and render a decision in writing within thirty calendar days of receipt of such written request. Any decision of the AO is final and binding unless a party will, within thirty calendar days, request further review as provided below.

Upon written request to one level above the AO or designee, made within thirty calendar days after the AO's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute will be

further reviewed. This review will be conducted by one level above the AO. Following the review, all parties will be notified in writing. Such resolution is not subject to further administrative review and to the extent permitted by law, will be final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a United States Federal Court of competent jurisdiction.



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: August 12, 2022
RE: Request to purchase Aluminum Dock for Golf Course

The attached estimate from Lanco Marine is to purchase a 6'x20' aluminum floating dock for the lower pond at the golf course. This is necessary due to the complete deterioration of the existing wooden dock that access the submersible pump that provides water for the golf course watering system. Staff opted to go with an aluminum dock instead of treated lumber due to the lifespan that this dock will have over wood. Staff anticipates that a wooden dock's life would likely be between 7-10 years and the life span of the aluminum dock is estimated at around 20-30 years.

The estimate is for the dock is \$8,249.66. Staff is requesting approval up to \$8,800.00, to cover any other expenses associated with the complete installation of the docking system.

FISCAL IMPACT STATEMENT

At the end of the FY2021, the golf course had a net gain of \$28,648. The current project expense for the pump upgrades is 19,788.83. Mike estimated the cost of this project at \$24,200.00. With the additional costs of the dock, the total costs of the project would be \$28,588.83. Staff anticipates likely another ±\$500.00 in labor to finish the project.

Currently the golf course is currently \$10,110.00 ahead of expenses.

RECOMMENDATIONS:

Staff recommends that Council authorize staff to purchase the dock system from Lanco Marine in the amount not to exceed without prior authorization, at \$8,800.00 for the purposes of replacing the existing dock at the golf course lower pond.

Please let me know if you have any questions.

Laneco LLC
 PO Box 541
 Kootenai, ID 83840 US
 lance@lanecomarine.com
 www.Lanecomarine.com

Estimate 2019



ADDRESS	SHIP TO	DATE	TOTAL
City of Bonners Ferry Jimmy (golf course) 255- 8954 jdorhofer@bonnersferry.i d.gov	City of Bonners Ferry Jimmy (golf course) 255- 8954 jdorhofer@bonnersferry.id .gov	07/19/2022	\$8,249.66

SHIP VIA
 WC

DESCRIPTION	QTY	RATE	AMOUNT
6'x20' float dock made with 4" steel C-channel and 2@3'x6'x12" & 1@4'x6'x12" floats. Decker with Trex Enhance Naturals.	1	8,000.00	8,000.00
RR-5001-W White Dock Edging 10' stick	6	28.95	173.70T
D1BUC10WE 10" Corner Bumper White Universal	4	18.99	75.96T

FOB Laneco Marine.

A 60% Deposit is due at the time of signing. We
 hope to earn your business.

SUBTOTAL	8,249.66
TAX	0.00

TOTAL	\$8,249.66
--------------	-------------------

THANK YOU.

Accepted By

Accepted Date

MINUTES
Golf Committee Meeting
Mirror Lake Golf Course
August 9, 2022
5:30 pm

Chairman Steve Nelson called the golf committee meeting of August 9, 2022, to order at 5:34 pm. Present for the meeting were: committee members Scott Schopen and Gerry Ann Howlett. Also present for the meeting were: Mayor Staples and Clerk/Treasurer Christine McNair.

PUBLIC COMMENTS

No public comment was given.

REPORTS

Ralph Lotspeich provided a written report.

CONSENT AGENDA {action item}

1. Approve the July 12, 2022 Minutes

Gerry Ann Howlett moved to approve the minutes. Scott Schopen seconded. The motion passed with all in favor.

OLD BUSINESS

2. Capital projects with recommendations to City Council {action item}

Ralph recommends replacing the Gator, the Mule and a new irrigation water supply line from the tunnel beneath Deep Creek Road to the irrigation pond on #8. Gerry Ann recommends including a new pump shed for #8. Steve will talk to Travis Blackmore about the golf cart building extension.

3. Tree removal recommendations to City Council {action item}

Ralph recommends removing 74 trees. Scott thinks 74 might be excessive. Gerry Ann asked about more opinions. Steve said Ed Moe has given his opinion. Steve said the important things are the health of the trees and playability of the course. Gerry Ann thinks long term management of the course is important. Mayor Staples said it might be better to remove a few trees first instead of all 74 at one time. Steve thinks two Spruce trees on #9, another Spruce in the second tier, the Scotch Pine behind #8. Steve recommends planting Larch behind #8. The birch grove on #3 and the middle tree on #5 tee need to be removed. Scott asked about the cost. Steve said a logger will do it for free, but the stump removal will be the part that costs the most.

4. Discuss of next season fees with recommendations to City Council {action item}

Steve feels it good to have incremental increases to maintain the course. Gerry Ann asked if the items are the City's costs or the operators. Gerry Ann is not in favor of increasing fees. Scott prefers even dollar amounts. Mayor Staples said it is better to have the new rates effective at the beginning of the season.

NEW BUSINESS

ADJOURNMENT

Scott Schopen moved to adjourn the meeting. Gerry Ann Howlett seconded the motion. The motion passed with all in favor.

The meeting adjourned at 6:34 pm.