

### **Welcome to tonight's City Council meeting!**

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

### **Vision Statement**

Bonnors Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life. We are a city that welcomes all people.

### **AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 September 6, 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 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 16, 2022 Council meeting minutes
4. **Electric** – Consider authorizing the Mayor to sign Pay Request #8 from S & L Underground for the Moyie Dam Concrete Rehabilitation Project (attachment)
5. **Police** – Consider authorizing the Mayor to sign the Memorandum of Understanding with the Boundary County School District for the School Resource Officer for Fiscal Year 2023 (attachment)
6. **Police** – Consider authorizing the Mayor to sign the contract with Boundary County for the Dispatch Agreement (attachment)
7. **City** – Consider authorizing the Mayor to sign the contract with Second Chance Animal Adoption for Fiscal Year 2023 (attachment)

### **NEW BUSINESS**

8. **Electric** – Consider declaring the removed decorative highway lights surplus and give the lights to Boundary County (attachment) {action item}
9. **City** – Discuss flower baskets for Fiscal Year 2023 (attachment) {action item}
10. **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**

**MINUTES  
CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
August 16, 2022  
6:00 pm**

Mayor Dick Staples called the Council meeting of August 16, 2022, to order at 6:00 pm. Present for the meeting were: Council Members Brion Poston, Valerie Thompson and Ron Smith. Also, present were: City Attorney Andrakay Pluid, City Clerk/Treasurer Christine McNair, City Engineer Mike Klaus. Members of the public present were: Emily Bosant, David Clark, Greg Lamberty.

**PLEDGE OF ALLEGIANCE**

Mayor Staples read a statement he prepared regarding Mike Woodward.

**PUBLIC HEARING**

Fiscal year 2023 budget.

Mayor Staples opened the public hearing at 6:01 pm.

No public comments were given.

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

**PUBLIC COMMENTS**

No public comments were given.

**REPORTS**

Valerie Thompson said several people visited the fair booth for the Comprehensive Plan and are participating in the survey.

City Engineer Mike Klaus said the demolition is approximately 50% complete for the spillway project. The project is going well. Ron asked about the Lead and Copper Rule. Mike said there are no lead supply lines on the City's side. An inspection of all the service lines must be completed by October 16, 2024.

Ron Smith said SPOT is still looking for an executive director.

**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)

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

**NEW BUSINESS**

7. **City** – First Reading of Fiscal Year 2023 Appropriation Ordinance #604 by Title Only (attachment) {action item}

Valerie Thompson moved to have the first reading of Fiscal Year 2023 Appropriation Ordinance #604 by title only. Ron Smith seconded the motion. The motion passed. Ron Smith – yes, Valerie Thompson – yes, Brion Poston – yes. Andrakay read the ordinance by title only.

8. **City** – Suspend the Reading Rules and Adopt Fiscal Year 2023 Appropriation Ordinance #604 {action item}

Valerie Thompson moved to suspend the reading rules and adopt Fiscal Year 2023 Appropriation Ordinance #604. Brion Poston seconded the motion. The motion passed. Brion Poston – yes, Valerie Thompson – yes, Ron Smith – yes.

9. **Electric** – Consider authorizing the Mayor to sign the contract with Schweitzer Engineering Laboratories for Moyie Hydro Plant Automation upgrades (attachment) {action item}

Mike said the controls at the Moyie Hydro need to be upgraded and Schweitzer Engineering Laboratories can have the evaluation completed by October of this year. Ron Smith moved to authorize the Mayor to sign the contract with Schweitzer Engineering Laboratories for the Moyie Hydro plant automation upgrades. Valerie Thompson seconded the motion. Valerie Thompson – yes, Ron Smith – yes, Brion Poston – yes.

10. **Electric** – Consider authorizing the Mayor to sign the contract with HDR Engineering for the FERC Part 12D inspection and report (attachment) {action item}

Mike said this is required every five years and the cost has increased significantly but was budgeted for FY2023. Ron Smith moved to authorize the Mayor to sign the contract with HDR Engineering for the FERC Part 12D inspection and report. Brion Poston seconded the motion. The motion passed. Valerie Thompson – yes, Ron Smith – yes, Brion Poston – yes.

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}

Mike said an agreement has been reached for a 50% reimbursement for the project. Mayor Staples asked if this is really going to happen. Mike was told the construction will start after April 23, 2023. Valerie Thompson moved to authorize the Mayor to sign the agreement with the Federal Highway Administration for electric line relocation on Riverside Street west of the city limits. Ron Smith seconded the motion. The motion passed. Brion Poston – yes, Valerie Thompson – yes, Ron Smith – yes.

12. **Golf** – Consider the estimate from Laneco Marine to replace the lower pond dock (attachment) {action item}

Mayor Staples asked about the timeframe. Mike believes we will have the dock within 60 days. This dock will replace some old, deteriorating docks. It is also necessary to spray for aquatic weeds to prevent those from entering the pump and this dock will make that easier and safer for the operator. Andrakay said it can be approved contingent upon delivery within a certain number of days. Valerie Thompson moved to authorize staff to purchase the dock system from Laneco Marine in the amount not to exceed without prior authorization \$8,800, for the purpose of replacing the existing dock at the golf course lower pond, if the dock can be delivered within 90 days. Ron Smith seconded the motion. The motion passed. Brion Poston – yes, Ron Smith – yes, Valerie Thompson – yes.

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

Valerie Thompson 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 liquidated but immediately likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. Brion Poston seconded the motion. The motion passed. Ron Smith – yes, Valerie Thompson – yes, Brion Poston – yes.

Entered into executive session at 6:30 pm.

Exited executive session with no action taken at 7:23 pm.

#### **ADJOURNMENT**

The meeting adjourned at 7:23 pm.

#### **INFORMATION**

Draft Minutes – Golf Committee



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

---

TO: Mayor and City Council  
FROM: Mike Klaus, City Engineer  
DATE: September 1, 2022  
**RE: Electric – Moyie Dam – Spillway Project Pay Application #8**

---

S&L Underground has submitted pay application #8 for the spillway project. JUB Engineers has reviewed and recommends the payment requested for the completed work and stored materials.

I recommend that Council approve pay application #8 from S&L Underground for \$772,648.30 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. Eight (08)**

Application Period: Work Accomplished Through <b>Aug 30, 2022</b>		Application Date: <b>Aug 30, 2022</b>
From (Contractor): <b>City of Bonners Ferry</b>		Via (Engineer): <b>J-U-B ENGINEERS, Inc.</b>
Contract: <b>Moyie Dam Concrete Rehabilitation Project - Schedules A, B, C and Additive Alternate No. 1</b>		Engineer's Project No.: <b>20-17-072</b>
Owner's Contract No.:		Contractor's Project No.:


**Application For Payment Change Order Summary**

Approved Change Orders Number	Additions	Deductions
1	\$77,000.00	\$0.00
2	\$0.00	\$0.00
3	\$97,000.00	\$0.00
4		
5		
6		
7		
8		
9		
10		
<b>TOTALS</b>	<b>\$174,000.00</b>	<b>\$0.00</b>
<b>NET CHANGE BY CHANGE ORDERS</b>	<b>\$174,000.00</b>	


- ORIGINAL CONTRACT PRICE \$ 3,699,980.00
- Net change by Change Orders \$ 174,000.00
- Current Contract Price (Line 1 + 2) \$ 3,873,980.00
- TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) \$ 3,023,619.00
- RETAINAGE:
  - a.1 (A.C. - AMT. AL. CO.) 0% X \$ 2,031,960.00 Work Completed \$
  - a.2 (B. CO.) 5% X \$ 952,400.00 \$ 47,620.00
  - b. 5% X \$ 42,259.00 Stored Material \$ 2,112.95
  - c. Total Retainage (Line 5a + Line 5b) \$ 49,732.95
- AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 2,976,886.05
- LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 2,204,237.75
- AMOUNT DUE THIS APPLICATION \$ 772,648.30
- BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) \$ 897,053.95

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:  Date: 8-30-22  
 S&L Underground

Payment of: \$772,648.30 (Line 8 or other - attach explanation of the other amount) 8/30/22 (Date)

is recommended by:  (Date)

Payment of: \$772,648.30 (Line 8 or other - attach explanation of the other amount)

is approved by: City of Bonners Ferry (Date)

Approved by: Funding Agency (if applicable) (Date)

Approved by: Funding Agency (if applicable) (Date)

**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.

Progress Estimate

City of Bonners Ferry  
 Moyie Dam Concrete Rehabilitation Project - Schedules A, B, C and Additive Alternates No. 1  
 Application Period: Aug 30, 2022  
 Application Number: Eight (8)  
 Application Date: Aug 30, 2022

Contractor's Application

Item	Description	B			C			D			E	F	G	
		Unit Price	Total Price	Only Previous Applications	Only This Period	Total Value To Date	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (D.2 + E)	% Complete (F/B)	Balance to Finish (B - F)				
<b>Schedule A - WEST SPILLWAY</b>														
02010.A	Mobilization, Bonding, Staging and Access	1 LS	\$170,000.00	\$170,000.00	1.00	0.00	0.00	\$ 110,000.00	100.0%	\$110,000.00	100.0%	\$0.00		
02226.A	Hydro-Demolition	7409 SF	\$60.00	\$444,540.00	7,409.00	0.00	0.00	\$ 444,540.00	100.0%	\$444,540.00	100.0%	\$0.00		
02374.A	Erosion Control and Mitigation	1 LS	\$50,000.00	\$50,000.00	1.00	0.00	0.00	\$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	0.00	0.00	\$5,000.00	100.0%	\$5,000.00	100.0%	\$0.00		
SP-2.A	Concrete Rehabilitation (Plan Quantity)	154 CY	\$3,500.00	\$539,000.00	154.00	0.00	0.00	\$539,000.00	100.0%	\$539,000.00	100.0%	\$0.00		
SP-2-A.1	Demolition and Rehabilitation Contingency	15 CY	\$3,500.00	\$52,500.00	15.00	0.00	0.00	\$52,500.00	100.0%	\$52,500.00	100.0%	\$0.00		
<b>Schedule B - EAST SPILLWAY</b>														
02010.B	Mobilization, Bonding, Staging and Access	1 LS	\$170,000.00	\$170,000.00	0.90	0.40	0.00	\$ 170,000.00	100.0%	\$170,000.00	100.0%	\$0.00		
02226.B	Hydro-Demolition	8517 SF	\$60.00	\$511,020.00	0.00	1,965.00	0.00	\$ 513,900.00	50.0%	\$13,900.00	50.0%	\$57,120.00		
02374.B	Erosion Control and Mitigation	1 LS	\$90,000.00	\$90,000.00	0.20	0.20	0.00	\$ 90,000.00	40.0%	\$36,000.00	40.0%	\$54,000.00		
SP-1.B	Work Plan	1 LS	\$5,000.00	\$5,000.00	1.00	0.00	0.00	\$5,000.00	100.0%	\$5,000.00	100.0%	\$0.00		
SP-2.B	Concrete Rehabilitation (Plan Quantity)	295 CY	\$3,500.00	\$1,032,500.00	0.00	59.00	0.00	\$ 208,500.00	30.2%	\$248,750.00	30.2%	\$573,741.00		
SP-2-B.1	Demolition and Rehabilitation Contingency	26 CY	\$3,500.00	\$91,500.00	0.00	0.00	0.00	\$0.00	0.0%	\$0.00	0.0%	\$91,500.00		
<b>Schedule C - DAM FACE</b>														
02010.C	Mobilization, Bonding, Staging and Access	1 LS	\$50,000.00	\$50,000.00	1.00	0.00	0.00	\$ 60,000.00	100.0%	\$60,000.00	100.0%	\$0.00		
02226.C	Hydro-Demolition	4392 SF	\$60.00	\$263,520.00	4,392.00	0.00	0.00	\$ 263,520.00	100.0%	\$263,520.00	100.0%	\$0.00		
02374.C	Erosion Control and Mitigation	1 LS	\$50,000.00	\$50,000.00	1.00	0.00	0.00	\$50,000.00	100.0%	\$50,000.00	100.0%	\$0.00		
02900.C	Site Restoration	1 LS	\$75,000.00	\$75,000.00	1.00	0.00	0.00	\$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	0.00	0.00	\$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	0.00	0.00	\$ 245,000.00	100.0%	\$245,000.00	100.0%	\$0.00		
SP-2-C.1	Demolition and Rehabilitation Contingency	10 CY	\$3,500.00	\$35,000.00	10.00	0.00	0.00	\$ 35,000.00	100.0%	\$35,000.00	100.0%	\$0.00		
<b>ADD ALT NO. 1</b>														
SP-3	Drain Pipe Installation	20 EA	\$500.00	\$10,000.00	20.00	0.00	0.00	\$ 11,000.00	110.0%	\$11,000.00	110.0%	\$-1,000.00		
<b>CHANGE ORDER NO. 1</b>														
SP-2.A	Schedule A - Concrete Rehabilitation (Plan Quantity) - CO 1	8 CY	\$3,500.00	\$28,000.00	8.00	0.00	0.00	\$ 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	0.00	0.00	\$ 49,000.00	100.0%	\$49,000.00	100.0%	\$0.00		
<b>CHANGE ORDER NO. 2</b>														
NOA	CO#2 is a work schedule CO only.	0 NA	\$0.00	\$0.00	0.00	0.00	0.00	\$ 0.00	0.0%	\$0.00	0.0%	\$0.00		
<b>CHANGE ORDER NO. 3</b>														
SP-2.B	Schedule B - Concrete Rehabilitation (Plan Quantity)	23.5 CY	\$3,500.00	\$82,250.00	0.00	5.00	0.00	\$ 21,000.00	25.5%	\$21,000.00	25.5%	\$61,250.00		
SP-2-B.1	Demolition and Rehabilitation Contingency	2.5 CY	\$3,500.00	\$8,750.00	0.00	0.00	0.00	\$ 0.00	0.0%	\$0.00	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	0.00	0.00	\$ 0.00	0.0%	\$0.00	0.0%	\$1,000.00		
SP-3.1	Drain Pipe Installation (Schedule B)	10 EA	\$500.00	\$5,000.00	0.00	0.00	0.00	\$ 0.00	0.0%	\$0.00	0.0%	\$5,000.00		
<b>Totals: A</b>														
<b>Totals: B</b>														
<b>Totals: C</b>														
<b>Totals: A+B+C</b>														
<b>Totals: A+B+C w/ Add Alt and CO#1</b>														
											\$42,250.00	\$3,225,616.00	78.1%	\$847,361.00

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

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the City of Bonners Ferry Police Department and Boundary County School District effective September 1, 2022.

### **SECTION 1. PURPOSE OF MOU**

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

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

### **SECTION 2. TERM**

The term of this MOU shall begin on September 1, 2022 and end on August 31, 2023, unless terminated earlier as provided herein. The parties may renew this MOU only by separate written agreement or addendum hereto, which must be executed by both parties.

### **SECTION 3. MISSION, GOALS, AND OBJECTIVES**

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

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

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

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

#### SECTION 4. ORGANIZATIONAL STRUCTURE

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

#### SECTION 5. PROCEDURES

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



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

## SECTION 6. DUTIES AND RESPONSIBILITIES

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

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

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

#### SECTION 6. ENFORCEMENT

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

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

#### SECTION 7. TERMINATION

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

#### SECTION 8. HOLD HARMLESS

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

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

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

SECTION 9. NOTICE

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

Boundary County School District  
Jan Bayer, Superintendent  
7188 Oak Street  
Bonners Ferry, ID 83805  
[jan.bayer@mail.bcsd101.com](mailto:jan.bayer@mail.bcsd101.com)

City of Bonners Ferry  
Brian Zimmerman, Chief of Police  
7232 Main Street  
PO Box 149  
Bonners Ferry, ID 83805  
[bzimmerman@bonnersferry.id.gov](mailto:bzimmerman@bonnersferry.id.gov)

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

BOUNDARY COUNTY SCHOOL DISTRICT:

  
\_\_\_\_\_

Date: 8/22/22

CITY OF BONNERS FERRY:

\_\_\_\_\_  
Brian Zimmerman, Chief of Police

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

## CITY/COUNTY DISPATCH AGREEMENT

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

WITNESSETH:

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

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

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

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

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

WHEREAS, the term of said agreement begins on October 1, 2022 and terminates on September 30, 2023;

NOW, THEREFORE, the parties agree as follows:

1. County agrees as follows:

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

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

2. City agrees as follows:

A. City will, for Fiscal year 2022-2023, pay to County \$36,374.00 for such service, payable to County on or before January 15, 2023.

3. The parties jointly agree:

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF BONNERS FERRY

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

ATTEST:

\_\_\_\_\_  
Christine McNair, Clerk of  
the City of Bonners Ferry

COUNTY OF BOUNDARY  
BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Dan R. Dinning, Chairman

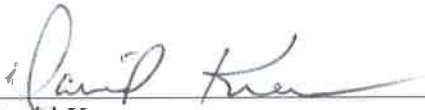
  
\_\_\_\_\_  
Wally Cossairt, Commissioner

  
\_\_\_\_\_  
Tim Bertling, Commissioner



Attest:

Glenda Poston,  
Clerk of the Board of Commissioners



David Kramer  
Boundary County Sheriff



## **AGREEMENT FOR SHELTER SERVICES**

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between SECOND CHANCE ANIMAL ADOPTION (hereinafter "SCAA"), a non-profit corporation, and the CITY OF BONNERS FERRY (hereinafter "CITY"), a municipal corporation of the State of Idaho.

### **1. CONSIDERATION**

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

### **2. FEES**

CITY shall compensate SCAA on a monthly basis continuing for the duration of this Agreement. Payment shall be made by the 10<sup>th</sup> day of the month following the services rendered at the rate of \$967.65 per month.

### **3. SERVICES**

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

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

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

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

### **4. ANIMAL CONFINEMENT—IMPOUND TIME REQUIREMENTS**

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

A. Lost or Stray Dogs

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

B. Quarantined Dogs

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

5. **DISPOSITION**

- A. SCAA may humanely dispose of, transfer to a new owner or any other no kill organization, any impounded animal not claimed by its owner or custodian within the prescribed holding period.
- B. Owners wishing to relinquish a dog shall contact SCAA for consideration in its adoption program or other disposition.
- C. Injured, sick, or diseased dogs will be medically cleared by a veterinarian or considered for humane disposition prior to being impounded in SCAA. Any veterinary expenses (up to \$100) incurred prior to impoundment will be the responsibility of the CITY (expenses over \$100 must have the prior approval of the Chief of Police). Newborns unable to feed themselves, injured, sick, or diseased dogs may be considered for humane disposition without regard to the prescribed holding period in order to alleviate suffering or to protect other impounded animals from exposure to a contagious disease. For these purposes, a disease, sickness, or injury is a condition causing great threat or harm to the animal or other animals or causing unnecessary suffering or pain. Animals exhibiting disease or injury should be provided appropriate medical treatments, or in extreme cases, considered for other disposition.

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

**6. IMPOUND AND LICENSE FEES**

- A. Anyone claiming a CITY impounded animal during the minimum holding period shall pay any relevant fees established by SCAA in accordance with City ordinances. Fees other than City dog license fees shall be retained by SCAA.
- B. SCAA shall provide CITY with a current list of all fees charged by SCAA for services provided including impound fees. SCAA also agrees to provide CITY with an updated copy of any changes in the fee schedule within ten (10) days of amendment in the future.
- C. SCAA shall verify a current license on all claimed dogs. SCAA shall verify that the license is current or a new license is purchased from the City before a dog can be released.
- D. CITY shall inform SCAA of any change of ordinance concerning license or impound fees to allow SCAA to remain in compliance with City ordinances.

**7. RECORD KEEPING**

- A. SCAA shall maintain an accounting of all dogs received from CITY and all fees collected. Receipts shall be issued by SCAA for all fees received on behalf of CITY.
- B. SCAA shall maintain CITY records on a monthly basis. CITY reserves the right to review all records and conduct an audit. SCAA shall do a yearly inventory and supply CITY with a report of all dogs impounded at the shelter, due no later than October 31 of each year.

**8. TERM**

This Agreement will remain effective in one-year installments beginning annually on October 1<sup>st</sup>, 2022, renewed automatically. Should one party wish to terminate the Agreement, the procedure shall be as outlined below in 9A and 9B of this Agreement.

## **9. TERMINATION**

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

## **10. INSURANCE**

SCAA agrees to obtain and keep in force during the term of this Agreement, a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00, which shall name and protect SCAA, all SCAA's employees, CITY and its officers, agents, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with SCAA's acts. SCAA shall provide proof of liability coverage with a new certificate yearly and require insurer to notify SCAA ten (10) days prior to cancellation of said policy.

## **11. INDEMNIFICATION**

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

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

**12. SEVERABILITY**

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

**13. LAWS OF THE STATE OF IDAHO**

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

**14. 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.

**15. TOTAL AGREEMENT**

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

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

CITY OF BONNERS FERRY

SECOND CHANCE ANIMAL ADOPTION

BY: \_\_\_\_\_  
James R. Staples, Mayor

BY:  \_\_\_\_\_

ATTEST:

WITNESS:

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

\_\_\_\_\_



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

---

TO: Mayor and City Council  
FROM: Mike Klaus, City Engineer  
DATE: September 2, 2022  
**RE: Highway 95 Street Lights - Surplus**

---

The City has 27 decorative street lights that were removed last week to accommodate the Highway 95 project. I believe the City has no use for the aged fixtures and recommend that the Council declare those decorative lights surplus.

Idaho Code requires that disposing of items like this be accomplished through a motion of the Council. Once items are declared surplus, the method of disposal should also be directed by Council motion. Below are the following means by which surplus items can be disposed of:

1. Sale for a set minimum price.
2. Sale by sealed bid or online auction.
3. Sale or donation to another unit of government.
4. Taken to the landfill.

Staff's assessment is that some of the decorative light poles are in such poor condition that they may not be re-useable. It appears that de-icer over the years has taken a toll on the lower portions of the steel poles.

Boundary County has expressed an interest in the poles, if the Council decides to donate them to a unit of government as listed above as option 3.

Thank you,

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

Mike

## Christine McNair

---

**From:** Deby Garcia  
**Sent:** Tuesday, July 26, 2022 2:53 PM  
**To:** Christine McNair  
**Subject:** FW: For Christine - 2023 Baskets

**From:** Priest Gardens <levi@priestgardens.com>  
**Sent:** Tuesday, July 26, 2022 12:55 PM  
**To:** Deby Garcia <dgarcia@bonnersferry.id.gov>  
**Subject:** For Christine - 2023 Baskets

Hi Deby,

Could you forward this message to Christine? I thought I had her email but turns out I don't. She wanted a written quote for next year.

If we can get the baskets frames back during the winter or early spring, the price will be \$59.99/basket. We had upped the 16" baskets to \$69.99 this year but kept your price at \$64.99 since that's what we agreed upon in November. Returning the frames is a \$10 discount per basket.

So for 72 baskets, it will be \$4,319.28. Also, we are getting our soil order shipped here in August or September. We will back with the normal soil which is much easier to keep wet. There shouldn't be any issue with baskets drying out.

Let me know if you need anything else from me.

Thanks!

Levi Van Wingerden  
360-961-6644  
[levi@priestgardens.com](mailto:levi@priestgardens.com)  
[www.priestgardens.com](http://www.priestgardens.com)

**[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.

# Garden Springs Greenhouse No 15194

N. 31023 Staghorn Rd.,  
Deer Park, WA 99006

(509) 276-8795

Date 8-25-22

Sold to:  
Name

City of Bonners Ferry  
Bonners Ferry Idaho

Address

Qty	Description	Price	Amount
	Quotation		
75	16" pulp premium baskets	60 <sup>00</sup> EA	4500 <sup>00</sup>
	Sales tax 9%		405 <sup>00</sup>
	<b>TOTAL</b>		<b>4905<sup>00</sup></b>

REC'D BY

Thank You!