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
March 21, 2023
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 minutes from the March 7, 2023, meeting.

NEW BUSINESS

- 4. **Electric-** Consider approval of Change Order for new turbine for Unit 1 with Riverside Inc. [attachment] {Action Item}
- 5. **Utilities-** Consider contract with BDS to provide monthly utility billing. [attachment] {Action Item}
- 6. **City-** Consider Mayor Appointment of Deby Garcia to the Clerk / Treasurer Position and approve wage/salary. [attachment] {Action Item}
- 7. **City-** Mayor to perform swearing in of Deby Garcia, Clerk / Treasurer.
 - a. "I Debra Garcia, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Idaho, and that I will faithfully discharge the duties of the office of City Clerk/Treasurer according to the best of my ability.

<u>ADJOURNMENT</u>	

8. City- Consider wages in the Clerk's office [attachment] (Action Item).

MINUTES OF THE CITY COUNCIL MEETING Bonners Ferry City Hall March 7, 2023 6:00 pm

Mayor Dick Staples called the Council meeting of February 21, 2023, to order at 6:00 pm, noting that the posted agenda stated the meeting started at 5:00 pm in error and will be started at 6:00 pm.

Present for the meeting were: Council Members Brion Poston, Valerie Thompson and Rick Alonzo.

Also present were City Administrator Lisa Ailport, Police Chief Brian Zimmerman and City Engineer, Mike Klaus. City Attorney Andrakay Pluid attended via Zoom.

Members of the public present included: Gerry Higgs, Angela and Kreg Boudro, David Sims, David Clark, Tim English, Dawson Brod, Eddy Invernon, Emily Bonsant, Laila Kral.

PLEDGE OF ALLEGIANCE

The Mayor began the meeting with the pledge of allegiance.

PUBLIC COMMENTS

The Mayor asked if there was any wishing to speak. No one mentioned they wished to speak so he moved on to guest speakers.

GUESTS

Laila Kral- Local Highway Technical Assistance Council to present Road Scholar Award to Eddy Invernon.

Laila introduced herself as the administrator of LHTAC and summarized the T2 center along with the road scholar program and the road master program noting the hours it takes to complete the program and having to pass the test with a minimum of 80%. She then gave Eddy Invernon his recognition for completing the road master program, including a certificate and a jacket.

Kreg and Angela Boudro – to speak upon the sewer rates.

Angie Boudro presented her discussion through a PowerPoint presentation. She discussed some of the challenges regarding how the sewer study ordinance is written verses how it is being administered. Specifically, that it was their opinion that based on the ordinance the apartments should be considered residential, but instead were treated as commercial. Next, she spoke about the timing of the sewer study. Angie commented that the October- February date could cause some accounts to be caught still irrigating and thus leading to higher estimations of water that isn't being treated. She asked that the council take up the matter with some amendments to the ordinance so that it was clear what was expected of customers and city staff when billing customers.

REPORTS

City Administrator Lisa Ailport, gave an update to council on the budget shortfall, providing a summary sheet of the current status of the revenue vs. expenditures in the general fund. She summarized that based on current information the expenses have exceeded the revenues by approximately \$66K. She went on to explain that she expects to make some of that back up when we receive the next series of payments from the state revenue sharing and second half of the city's property taxes, but council needs to be prepared for the trend to not come back into the black for the remainder of the fiscal year.

Next, she reported that the interviews for the Hydro Electric Superintendent were being scheduled for Friday of this week.

Lisa also reported that she met at the EDC luncheon with people and did a presentation on the Local Option Tax. She is seeking other engagements to spread the word. She mentioned she was trying to get in front of Rotary and the Republican committee.

Councilwoman Thompson make a comment about how the presentation and educational material has been well received by those who have heard it.

Lastly, she summarized that the Clerk/Treasurer position which is still open has not moved from accepting applications to interviews. Staff is waiting for direction from council and/or the Mayor to move forward on next steps.

Engineer Mike Klaus provided a written report that summarized the beginning of the Highway project. The Mayor asked when will they close Pine Island Road and for how long. Mike responded that it was closed as of today and will remain closed until sometime in October. Mike also noted that there was a delay in the project due to some communication lines that were not moved before the project began. Ron asked if the sidewalks will be completed while Pine Island is closed. Mike agreed with this.

CONSENT AGENDA – {action item}

- 1. Call to Order/Roll Call
- 2. Approval of Bills and Payroll
- 3. Approval of minutes from the February 21, 2023, Special Council Meeting of February 14, 2023 and Special Council Meeting of February 16, 2023

Brion moved to approve the consent agenda. The motion was seconded.

Result:	Approve
Moved by:	Brion Poston
Seconded by	Val Thompson
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo,
	Ron Smith
Voted No	
Absent	

NEW BUSINESS

4. **City-** Consider Authorizing Canon Copier purchase and monthly service fee from Canon (attachment) {action item}.

Lisa Ailport presented to council that current copier is showing signs of imminent failure, along with our service contract with Canon expiring due to the age of the machine. Lisa noted the option presented to council was to purchase the copier, but there was an option for an appropriation lease but that information was not present before the council packets were due. She offered to bring that information forward to council, should they wish to consider that over purchasing a new copier. However, after reviewing the lease option and the purchase option over the life of the machine, the purchase option is better. Given the considerations of the budget this year, staff was prepared to go back to canon and work with the attorney on the appropriation lease, if council desired this option over purchase.

Dick asked if the current copier was about 10 years old. Lisa responded that, that was correct.

Brion asked about the cost of the monthly maintenance agreement being around \$80.00 per month. Lisa responded that the maintenance was billed on the actuals copies that we make and the \$80.00 quote was an estimate based on prior months use.

Brion confirmed that the purchase would be split across the utilities and Lisa responded that the purchase would be split 30%, Electric, Water and Sewer at 50% and General fund at 20%. General fund expense would be \$1,153.00.

Ron made a motion to purchase the copier from Canon in the amount of \$5,765.00 and monthly service fee.

The motion was seconded.

Result:	Approve
Moved by:	Ron Smith
Seconded by	Rick Alonzo
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo,
	Ron Smith
Voted No	
Absent	

5. **City-** Consider application for simple subdivision to be submitted to Boundary County and authorize Mayor to sign the application and remit fee of \$100.00 to Boundary County (attachment) {action item}.

Lisa mentioned that under the Administrator's report that the budget revenues will be trending downward from now until the end of the fiscal year. In order to make up with revenue difference that is lost due to the general fund transfer being eliminated means the city will have to shed their assets to pay their obligations for the current year budget. The proposal before them tonight is to authorize the split of ±13.5-acres of property from an existing ±280 acre parcel located off Eileen Road. The process to complete this split is called a simple subdivision and the fee associated with the costs is \$100.00. To fully complete the process a record of survey is required to be recorded. Lisa is working with the Mayor on completing this task.

Rick Alonzo made a motion to approve submission of the simple subdivision to Boundary County and authorize the Mayor to sign the application and remit the fee of \$100 to Boundary County.

The motion was seconded.

Result:	Approve
Moved by:	Rick Alonzo
Seconded by	Ron Smith
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo,
	Ron Smith
Voted No	
Absent	

6. **Executive Session-** pursuant to Idaho Code 74-206, (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.

Councilman Alonzo made a motion to enter in to executive session pursuant to Idaho Code 74-206(f), to communicate with legal council for the public agency to discuss the legal ramification of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

The motion was seconded.

Result:	Approve
Moved by:	Rick Alonzo
Seconded by	Brion Poston
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo,
	Ron Smith
Voted No	
Absent	

Council came out of executive session at 7:36 and the Mayor noted that no decision were made. The meeting was then adjourned.

Change Order

No. 2

Effective Date	: March 22, 2023		
of Bonners Ferry	Owner's Contract No.:		
	Date of Contract:		
	Engineer's Project No.:		
ows upon executio	on of this Change Order:		
the addition of a ne	w turbine/runner for Unit 1.		
nge): ide Inc. for a new to	ırbine.		
CH	HANGE IN CONTRACT TIMES:		
Original Contract			
Substantial completion: <u>February 14, 2023</u> Ready for final payment: <u>February 28, 2023</u>			
[Increase] [Decrease] from previously approved Change Orders No. $\underline{N/A}$ to No. $\underline{N/A}$:			
	ayment (days):		
-	or to this Change Order:		
-	bletion (days or date): April 20, 2023 sayment (days or date): May 4, 2023		
Increase of this Ch Substantial comp			
Ready for final p			
Contract Times with all approved Change Orders: Substantial completion (days or date):			
Ready for final p	ayment (days or date):		
EPTED:	ACCEPTED:		
	By:		
•			
	Name: Print Name		
			
	Date: Date:		
	the addition of a new too to be a new too to b		







TO: Mayor and City Council

FROM: Mike Klaus, City Engineer

DATE: March 15, 2023

RE: Electric – Moyie Powerplant Unit 1 Overhaul – Change Order #2

Last month I shared with Council pictures showing the crack in the turbine that was discovered by Riverside Inc. when they disassembled Unit 1 at their shop. Riverside received two quotes from suppliers for a new turbine with the lowest quote being \$106,000. I have discussed our issue in depth with Riverside and also with an independent hydro engineer who both recommend purchasing this turbine.

At the time of writing this memo, a final timeline has not been confirmed for delivery. I am hoping that I will have a final date to share with Council at the March 21st meeting.

With this memo I recommend that Council approve Change Order #2 for \$106,000 and authorize the city engineer to sign the change order documentation for that additional amount and also to negotiate the delivery time for the turbine and the project completion date.

Thank you,

Mike



915 Main Street, Suite 1000 Caldwell, ID 8305 208-459-3611, Fax 208-459-3680

Billing Document Specialists Print and Mail & Electronic Payment Service Agreement

•	between BILLING DOCUMENT SPE uite 300, Caldwell, Idaho 83605, a corp	
	Bonners Ferry, Idaho	\mathbf{c}
	subject to the following outlined, terms	
us elilivi. Tims ugreement shair ee s	augest to the following cutimism, terms	una Conditions.
Summary List of Services:		
1. Printing & Mailing		
Attachments:		
BDS Print and Mail Proposal		
	nners Ferry Standard Contract Terr Should any provisions or terms bety	
•	and Conditions conflict, the Bonners	0

Terms:

Client agrees to pay BDS within 30 days of invoicing.

Finance Changes:

Client agrees to pay all charges for services or merchandise rendered by the invoice due date. A monthly service charge of 3% (three percent) may be assessed on charges remaining unpaid 30 days after the invoice date. BDS is entitled to reasonable collection fees, attorney fees and other expenses incurred to collect all charges on the account(s).

BDS will have the right to withhold any processing while there is an unpaid delinquent balance.

Liability:

In the event that any information processed on behalf of Client by BDS is not accurate, and such inaccuracy causes the processed data to be unacceptable as a finished product, BDS will re-process such data at no additional charge, and no other liability is implied. It is expressly understood and agreed that BDS shall not be liable or responsible for any damages resulting in the delay in the processing of data or resulting from any

unacceptable finished product processed by BDS. BDS's liability hereunder shall be limited to the additional cost it incurs in re-process the mishandled data. BDS makes no other warranty expressed or implied for its services hereunder.

Indemnification:

BDS shall indemnify and save and hold harmless Client from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by BDS, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Client or its employees.

Independent Contractor:

In all matters pertaining to this agreement, BDS shall be acting as an independent contractor, and neither BDS nor any officer, employee or agent of BDS will be deemed an employee of Client. The selection and designation of the personnel of the Client in the performance of this agreement shall be made by the Client.

Attorney Fees:

Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

Time is of the Essence:

The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

Assignment:

It is expressly agreed and understood by the parties hereto, that BDS shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CLIENT.

Discrimination Prohibited:

In performing the Services required herein, BDS shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.

Reports and Information:

At such times and in such forms as the Client may require, there shall be furnished to the Client such statements, records, reports, data and information as the Client may request pertaining to matters covered by this Agreement.

Audits and Inspections:

At any time during normal business hours and as often as the Client may deem necessary, there shall be made available to the Client for examination all of BDS's records with respect to all matters covered by this Agreement.

Compliance with Laws:

In performing the scope of services required hereunder, BDS shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

Changes:

The Client may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of BDS's compensation, which are mutually agreed upon by and between the CLIENT and BDS, shall be incorporated in written amendments to this Agreement.

Termination:

If, through any cause, BDS, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if the Client Council determines that termination of this Agreement is in the best interest of Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to BDS of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. BDS may terminate this agreement at any time by giving at least a sixty (60) day notice to Client.

In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by BDS under this Agreement shall, at the option of the Client, become its property, and BDS shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Construction and Severability:

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

Approval Required:

This Agreement shall not become effective or binding until approved by BDS and the Client.

Governing Law and Forum:

This Agreement will be governed by the laws of the State of Idaho, and constitutes the complete and exclusive statement of this Agreement between the parties which supersedes all proposals, written or oral, and all other communications between the parties related to the subject of this Agreement.

Term of Contract:

The term of this agreement shall be 03/17/2022 to 04/17/2023. At the end of this period, the agreement may be renewed with reviews by both parties. The signatures below indicate acceptance of the agreement.

Accep	tance	for S	Servi	ces:
-------	-------	-------	-------	------

*Initial all services requested

BDS Customer Service:

This service is available between 8 AM and 5 PM mountain time Monday thru Friday except posted holidays. BDS is happy to assist our clients with any questions or issues. Send emails to csteam@valli.com or call toll-free 877-595-1957.

Due to the nature of our business; we ask that client staff members do not instruct client customers to contact the CS team directly. The CS team will not accept phone calls direct from the client's customers. Client staff members should contact the CS team for assistance in resolving client customer issues. Please be prepared to provide the client customer's account number and contact information should our team member deem it necessary to contact the customer on the Client's behalf. If the client instructs customers to contact our CS Team directly, without prior discussion and approval, the client could be subject to a \$75.00 per hour minimum charge.

Agreement Signature Page		
ott D	-	
Client Business Name		
Please Type or Print Authorizing Party Name	2	
	- <u></u>	_
Signature	Date	
Acceptance for Billing Document Specialists	3	
Tim Beck, COO	Date	
THII DECK, COO	Date	

ESTIMATE

'ng document specialists

Billing Document Specialists

208-459-3611

United States

Estimate # 280

Estimate Date 03/16/2023

Name Bonners Ferry, City Of BDS084M

Email Id skimball@bonnersferry.id.gov

Billing Address P O Box 149

Bonners Ferry

Idaho 838050149 **United States** Expiration Date 04/17/2023

Contact Name

Contact Number 208-267-0351

Product/Items Sold

Item Name	Item Quantity	Item Rate	Amount
1st Page - Standard	1	\$ 0.220	\$ 0.22

Includes: Simplex Full Color printing, standard cut sheet forms.

Standard Double Window # 10 Outgoing Envelope & Single Window # 9 Return/Remit Envelopes with security tint,

Inserting and Mailing. Excluding Postage.

1st Page - Manual Files Over 7 1 \$ 0.450 \$ 0.45 **Pages**

- Includes Simplex Color Printing, Standard Cut Sheet form. Special handling and manual inserting into either 6 x 9 or "Flat"
- Includes the cost of a larger envelope. Includes #9 Return envelope.
- Each additional page is billed at normal cost. Postage billed at cost.

*This is the first page price for combined mailings over 6 pages, which incorporates the cost of larger envelopes.

Additional Pages - Standard \$ 0.150 \$ 0.15

Additional Pages including like name / address, up to 6 pages.

-Statements can be combined into the same envelope, by address, or by name and address. Saving on postage costs, rather than mailing each statement individually.

Duplexing Per Page - Standard \$ 0.020 \$ 0.02 Grayscale Duplexing (variable data on both sides) or static data backer.

Priced Per Page

Web .pdf Images 1 \$ 0.010 \$ 0.01

- PDF images of Print file available on the BDS Admin site to enable Customer validation data for the reports
- and import file to the Clients software 2 year archive

1st Class Pre-Sorted Postage - 1 \$ 0.460 \$ 0.46 **Estimate**

Billed at cost, Average .455 to .491 for Mailings with 5 digit presort rates.

Foreign addresses will be pulled to manual processing for correct postage billed at cost.

Files under 500 count billed at full first class postage rate

Standard overlay design, format, file conversions.

BDS Admin Website for reporting, import files and custom search for PDF Statement Pages.

Setup costs to develop new statement from new billing software

Sub Total \$ 501.31

Total \$ 501.31

Generated by Apptivo



MEMO CITY OF BONNERS FERRY OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: March 16, 2023

RE: Contract with Billing Document Specialists (BDS) to perform monthly bill

mailings.

The previous Clerk/Treasurer had moved the city away from using BDS services to handle our utility monthly bills. That cost at the time was around \$1,800 / month. Instead, that service was handled by our existing deputy clerks each month. After discussing with our staff on ways to address efficiencies through our systems, it was brought up that we should consider going to back to having BDS handle this task on our behalf.

After comparing the costs of having BDS complete this for us, it was clear that it would immediately open up time for our clerks as well as be a cost savings to us. A breakdown of that cost analysis is provided below.

In House Estimated Monthly Costs are based on 2,800 bills being sent:

Fixed Costs		Variable Costs	Env	/elope	Lar	ge Envelope
Billing Clerk	\$ 400.56	Postage	\$ 1	1,680.00	\$	20.00
Front Clerk	\$ 217.60	Toner	\$	100.00		
Envelopes	\$ 150.00	Copier Maint.	\$	21.56		
Paper	\$ 40.00	Depreciation				
		Copier	\$	50.00		

Total Cost \$ 2,679.72

BDS Option:

Total			\$	2,146.80
Unknown \$			\$	100.00
Postage	\$	0.49	\$	1,374.80
B/W Double sided	\$	0.24	\$	672.00
BDS	Per / bill		Estimate	d Costs

FISCAL IMPACT STATEMENT:

The difference looks to be about a \$500.00 a month difference, but going with BDS to complete our monthly utility bills not only is cost effective, but it also frees up staff's time to work on other work and to not fall further behind. The solution here is simple, we are not only saving money and freeing up staff's time to work on other city business.

I would recommend approving the mayor to sign a contract with BDS to perform the city's monthly utility billing for the line-item expenses as provided for in the contract.

Please let me know if you have any questions.

Thank you.



MEMO CITY OF BONNERS FERRY OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: March 16, 2023

RE: Clerk / Treasurer Appointment and Salary

After reviewing the applicants for the Clerk / Treasurer the Mayor has made an offer to Debra Garcia to fill the vacancy. In that job offer he has suggested a wage based on stepped approach. Upon appointment by the Council Mrs. Garcia salary would be \$52,000 per year. After 6 months, she would be eligible for another step increase to \$59,250 (which is effectively a \$2.50 and hour raise). Then after a 12-month period as the Clerk, Mrs. Garcia would be eligible for another step increase to \$63,440 (effectively another \$2.00 / hour raise). All the step increases would be pursuant to the Mayor's review of a satisfactory job with the city. Any future raises or changes would need to be approved by Council. Furthermore, the wages are not subject to future cost of living adjustments. Should council approve those, they would not affect the step increases as presented to Mrs. Garcia.

FISCAL IMPACT STATEMENT:

The salary adjustment from the former Clerk's position to this appointment does leave around a positive \$8,000 difference over the whole annual term. With this appointment the city's budget would not be affected in such a way as to modify or alter what was published to the public.

Please let me know if you have any questions.

Thank you.



CITY OF BONNERS FERRY OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: March 16, 2023

RE: Deputy Clerk Wages

Pending the appointment of Mrs. Garcia to the Clerk / Treasurer role and pending approval of her salary, staff would like Council to consider the following wage adjustments to the positions that will likely have to be filled with the vacancy that Mrs. Garcia makes.

Deputy Clerk Position: \$21.00 / Hour, Current rate is \$19.36/Hour Billing Clerk Position: \$18.69 / Hour, Current rate is \$16.69/Hour Front End Clerk Position: \$15.60 / Hour. Current rate is \$13.60/Hour

To fill these positions, in the event they become open, we need to competitively advertise them. It will change the bottom line of what was anticipated as wages for the current fiscal year. Ultimately though, to fill or keep these positions we need to stay competitive.

FISCAL IMPACT STATEMENT:

For the remainder of the 2023 FY there would be a slight increase to the General fund of roughly \$225.00 and an increase to the Utility funds of roughly \$2,585.00, based on the current splits that each position has.

These increases anticipate being implemented on the first pay period in April.

Since the city budgets our contingency each year, we do not have to open the budget to incur these additional costs. Overall, though because we are seeking to fill or keep these positions filled, I recommend that we should consider these adjustments.

Please let me know if you have any questions.

Thank you.