

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

The elected officials of the City of Bonners Ferry appreciate an involved constituency. Testimony from the public is encouraged for items listed under the Public Hearing portion of the agenda. Any individual may address the council on any issue, whether on the agenda or not, during the Public Comments period. Individuals addressing the Mayor and Council during Public Comment should refrain from using that time to address the performance of or to make complaints about a specific employee. Public participation during the business portion of the meeting will generally not be allowed, with the discretion left to the Mayor and Council. Special accommodation 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 Visitor Center**  
**6373 Bonner St**  
**267-3105**  
**September 17, 2024**  
**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 Engineer-Administrator/Urban Renewal District/SPOT/Golf/EDC

### **CONSENT AGENDA – {action item}**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll

### **NEW BUSINESS**

3. **CITY- (action item)** [attachment]- Consider contract with Idaho Forest Management for updated comprehensive forest management plan.
4. **ELECTRIC- (action Item)** (attachment)- Consider approval of contract with SEL for dam breach alarming system at Twin Rivers.
5. **LEGAL- (action item)** [attachment]- Consider approval of MOU with Boundary County Prosecutor's Office to provide legal support staff services for City misdemeanors and infractions.
6. **STREET- (action item)** [attachment]- Consider adoption of revised city road standards policy.

7. **CITY- (action item)** [attachment]- Consider partnering with the Senior Center to apply for an Idaho Community Development Block Grant.
8. **CITY – (action item)** [attachment] – Consider adoption of Resolution 2024-005 – Boundary County All-Hazard Mitigation Plan 2023

## **ADJOURNMENT**

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

### **Public Comment Guidelines:**

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Those who wish to speak should sign up on the sheet provided by the Clerk.
- Practice civility and courtesy.
- City leaders have the right and the responsibility to maintain order and decorum during the meeting.
- Time may be curtailed for those speakers whose comments are disruptive in nature.
- Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process, including public hearings, City enforcement actions, and pending City personnel disciplinary matters.
- Comments that pertain to activities or performance of individual City employees should be shared directly with the employee's supervisor or with the Mayor and should not be the subject of public comment.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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**TO: Mayor and City Council**

**FROM: Mike Klaus, City Engineer/Administrator**

**DATE: September 11, 2024**

**RE: Forestry Management Plan – IFM Proposal**

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Attached for your review is a proposal from Idaho Forest Management (IFM), to complete a comprehensive forest management plan that includes forest inventory. Please read the proposal as it includes a good summary of the plan's benefits.

I recommend approving the attached contract with IFM for \$5,800 to complete the work referenced in the proposal.

Please call or email with any questions you may have for me.

Mike

# Forest Management Plan Proposal

City of Bonners Ferry

September 4, 2024

## **Background:**

The City of Bonners Ferry owns approximately 360 acres of forest land, distributed across several parcels, with most of the acreage associated with the Moyie River Dam. In early 2003, Chuck Rody completed a brief forest management plan, focusing on the development of a future timber harvest schedule. An updated plan was prepared by Inland Forest Management, Inc. in 2014 but did not include a formal forest inventory.

Since Inland Forest Management began assisting the city with forest resource management, three significant timber harvests have been conducted—in 2003, 2005, and 2018. Following these harvests, various sites were planted with tree seedlings.

## **Proposal:**

We recommend completing a comprehensive forest management plan that includes a formal forest inventory and addresses a range of resource considerations, such as forest health, wildfire hazards, wildlife, and aesthetics. The plan will meet the requirements of the Tree Farm and Forest Stewardship Programs and will include GIS maps, timber volume data, and specific recommendations for future management. A sample Table of Contents for the plan is attached.

The benefits of having a new plan prepared are many, including acquiring up-to-date timber volume information to assist with developing future timber harvests, identifying forest health issues, assessing the success of previous tree planting efforts and creating a current game plan for future management. Also, the Tree Farm program has increased their management plan requirements since 2014, so completion of a new plan will ensure that the city remains as a certified Tree Farm.

## **Cost and Time Frame:**

The fee for preparing the plan is \$5,800, with half due upon contract signing and the remainder due upon project completion. The completed plan will be delivered to the city by March 15, 2025.

Thank you for the opportunity to submit this proposal.

Sincerely,



Michael F. Wolcott, ACF, CF  
Vice President  
Inland Forest Management, Inc.

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**SUMMARY** .....Error! Bookmark not defined.

A section would be added to the plan for timber volume information.

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Idaho Forest Management (IFM) 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: Complete a comprehensive forest management plan for the City's forested lands, as outlined in the attached Forest Management Plan Proposal.

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 March 15, 2025.

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

Total not to exceed \$ 5,800

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

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

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

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

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

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

10. **CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the

Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

11. **CERTIFICATION THAT COMPANY IS NOT OWNED OR OPERATED BY THE GOVERNMENT OF CHINA:** Pursuant to Idaho Code section 67-2359, Contractor certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.

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

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

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

ENTITY:

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

CONTRACTOR:

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

By \_\_\_\_\_  
Rick Alonzo, Mayor

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

ATTEST:

\_\_\_\_\_  
Deby Garcia, Clerk

WITNESS:

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

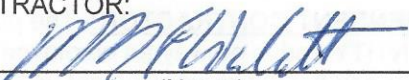
**Form and content approved by Andrakay Pluid as attorney for City of Bonners Ferry**

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.

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- 12. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
- 13. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

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


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

CONTRACTOR:  
By   
(Name)

By \_\_\_\_\_  
Rick Alonzo, Mayor

Its Vice President  
(Title or Office)

ATTEST:  
\_\_\_\_\_  
Deby Garcia, Clerk

WITNESS:  
  
(Signature of Witness or Notary Public)

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





# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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**TO: Mayor and City Council**

**FROM: Mike Klaus, City Engineer/Administrator**

**DATE: September 12, 2024**

**RE: Schweitzer Engineering Laboratories (SEL) – Contract for Dam Breach Alarm System**

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Staff has been working with SEL to develop an alarm system that would alert people directly downriver from the power houses of a dam breach. The purpose of the alarm system is to notify people at the hatchery and campground area of a probable river surge based on a breach of the dam, with the intention of evacuating the area to protect lives.

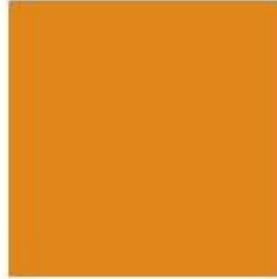
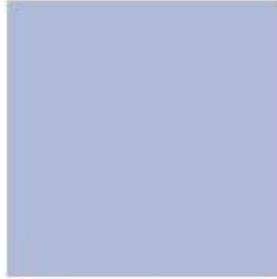
The project requires the equipment and labor listed the attached SEL proposal. This project is one that the Federal Energy Regulatory Commission expects the City to complete as soon as possible. I recommend that the City Council approve the proposed contract with SEL for \$51,494 to complete the controls design and installation, and authorize the Mayor to sign the contract.

Please call or email with any questions you may have for me.

Mike



SEL Engineering Services, Inc.



# Proposal for City of Bonners Ferry

## *City of Bonners Ferry – Dam Breach*

SEL ES Project #: 028174.300.00 (Rev. 1)

Submitted: 23 August 2024

Purchase Orders to be made out to SEL Engineering Services, Inc.

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This document, and all information contained herein, is proprietary to SEL Engineering Services, Inc. (SEL ES). Any unauthorized use, distribution, or reproduction of this document (in whole or in part) or of any information contained herein is specifically prohibited. This legend must appear on any authorized reproduction (in whole or in part).

All brand or product names appearing in this document are the trademark or registered trademark of their respective holders. No SEL trademarks may be used without written permission. SEL products appearing in this document may be covered by U.S. and Foreign patents.

SEL products referred to in the proposal are manufactured by Schweitzer Engineering Laboratories, Inc.

## City of Bonners Ferry Contact Information

**Mike Klaus**

**City Engineer**

City of Bonners Ferry

7232 Main Street

Bonners Ferry, Idaho 83805

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## SEL ES Contact Information

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**Project Engineer II - Project Manager**

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**Project Engineer II - Automation**

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**Ceeman Vellaithurai**

**Senior Engineering Manager I**

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## Sales Representative Contact Information

**Eric Sagen**

**Technical Sales**

Peak Measure

Office: +1.509.432.9829

Email: eric@peakmeasure.com

Document Revision Table

Rev.	Issue Date	Notes
0	07/16/2024	Initial issue
1	08/23/2024	Terms and conditions update

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# 1 Scope of Services

SEL Engineering Services, Inc. (SEL ES) is providing this document in response to RFQ email, dated 25 June 2024, by Mike Klaus regarding Moyie dam breach alarm scope of work (SOW).

Project Description	Price (USD)
<b>Equipment</b>	
SEL ES shall provide one (1) wall mount panel and equipment as loose item to be installed by a Customer selected contractor. Please refer to Section 1.1.1 for preliminary panel bill of material (BOM).	\$13,190.00
<b>Equipment Total</b>	<b>\$13,190.00</b>
<b>Services</b>	
<p><b>Automation Settings</b></p> <p>SEL ES will develop following settings:</p> <ul style="list-style-type: none"> <li>• Two (2) SEL-3622 Security Gateway. These gateways will be used to create secure VPN tunnel network between the Dam and new Hatchery/Campground area.</li> <li>• One (1) SEL-3505-3 Real-Time Automation Controller (RTAC) to integrate four (4) outputs isolated by interposing relays.               <ul style="list-style-type: none"> <li>○ Output 1: Programmed to indicate that communication between dam PLC and hatchery is normal and dam breach status is normal.</li> <li>○ Output 2: Programmed to indicate that communication between dam PLC and hatchery has failed.</li> <li>○ Output 3: Programmed to indicate that a breach has been detected and trip the hatchery fire alarm (two [2] relays).</li> </ul> </li> <li>• Update the existing SEL-3355 Rack-Mount Computer Automation Controller Zenon HMI settings at the control house to display. campground/hatchery communication status and dam breach status.</li> <li>• Enclosure door indicator lights displaying the status of the first three (3) outputs will be programmed using the SEL-3505-3 RTAC.</li> <li>• Relays will switch 115VAC for remote indication and warning horn.</li> </ul> <p><b>Automation – Factory Acceptance Testing</b></p> <p>SEL ES shall perform half (0.5) day of factory acceptance testing with the Customer at SEL ES in Pullman, WA or virtually.</p>	\$20,604.00
<p><b>Automation – Commissioning Support Services</b></p> <p>SEL ES will provide up to one (1) day of onsite support by two (2) SEL ES engineers/technicians for a total of two (2) man-days at the Customer’s facility in Bonners Ferry, ID. Support will be provided over one (1) mobilization. This includes the cost of travel and related expenses.</p> <ul style="list-style-type: none"> <li>• SEL ES will also provide and/or complete the following:               <ul style="list-style-type: none"> <li>– Upload new settings to the following devices:                   <ul style="list-style-type: none"> <li>▪ Dam SEL-2411 Programmable Automation Controller (PAC).</li> <li>▪ Powerhouse 1 &amp; 2 SEL-3350 computers.</li> </ul> </li> </ul> </li> </ul>	\$11,800.00

<ul style="list-style-type: none"> <li>▪ GSU SEL-3622 Security Gateway.</li> <li>▪ Hatchery SEL-3622 Security Gateway.</li> <li>▪ Hatchery SEL-3505-3 RTAC.</li> <li>▪ Zenon.</li> <li>▪ Win 911.</li> </ul> <ul style="list-style-type: none"> <li>– Verify communications between Dam SEL-2411 PAC and Hatchery SEL-3505-3 RTAC.</li> <li>– Test HMI displays and alarms.</li> </ul> <ul style="list-style-type: none"> <li>• Note: Generators will need to be taken offline for settings uploads to existing equipment (SEL-2411 PAC, SEL-3350 computer, and Zenon).</li> </ul>	
<b>Services Total</b>	<b>\$32,404.00</b>
<b>Total Price</b>	<b>\$45,594.00</b>

Option Description	Price (USD)
<b>Option 1</b>	
<b>Additional Commissioning Day</b> <ul style="list-style-type: none"> <li>• SEL ES will provide up to one (1) day of additional onsite support by two (2) SEL ES engineers/technicians for a total of two (2) man-days at the Customer’s facility in Bonners Ferry, ID. No mobilization is considered.</li> </ul>	\$5,900.00
<b>Option Total</b>	<b>\$5,900.00</b>

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.

## 1.1 Deliverables to Customer

### 1.1.1 Equipment

SEL ES will provide the following equipment to City of Bonners Ferry (“Customer”):

- One (1) wall mount panel with the following equipment. Device part numbers are preliminary:

**Table 1. Preliminary wall mount cabinet BOM.**

Item	Qty	Manufacturer	Part/Model Number	Description
1	1	SEL	606-0953	Mount kit
2	1	SEL	606-0985	Back panel
3	2	SEL	606-0948	Side panel
4	1	SEL	631-0511	Wall mount Enclosure (24H X 24W X 12D)
5	2	SEL	3622#0101	SEL-3622 Security Gateway
6	1	SEL	2725#BBHC	SEL-2725 Five-Port Ethernet Switch
7	1	SEL	3505#NH66	SEL-3505-3
8	2	SEL	CA605#G6M6	Category 5e Ethernet Cable
9	1	Phoenix contact	2866598	12 VDC Power Supply
10	4	TE	KRPA-11DG-12	Power Relays, Plug-in, 10A, 2 CO, Ctrl 12VDC
11	10	BUSSMANN	NON-10	Fuse -10A
12	5	BUSSMANN	HM25030-2SR	Fuse blocks
13	1	IDEC	AP6M111-R	Pilot Light Panel Mount LED Mnt-Sz 16mm Red 12VDC Solder w/Resistor & Diode
14	1	IDEC	AP6M111-A	Indicator Pilot Light AP6 Series 16mm Flat 12VDC Amber
15	1	IDEC	AP6M111-G	Pilot Light Panel Mount LED Mnt-Sz 16mm Green 12VDC Solder w/Resistor & Diode
16	4	TE	27E891	Auxiliary relay socket

- Loose equipment to be installed at the GSU:
  - One (1) SEL-3622 Security Gateway (Part no: 3622#0101).

### 1.1.2 Documentation

SEL ES will provide the following documentation to the Customer:

- Revised network and data flow drawings.
- Revised functional design specification document.
- Factory acceptance test (FAT) plan.
- Site acceptance test (SAT) plan.
- As-left RTAC and other communication settings files and documentation.
- Field Service Report.

*Note: All drawings will be provided in AutoCAD format (.dwg) version 2013 unless otherwise noted.*

### 1.2 Deliverables to SEL ES

The Customer will provide the following items to SEL ES:

- Customer outage plan.
- Primary equipment switching steps and lockout/tagout procedure with dates.
- Site-specific/Customer training requirements.
- Required personal protective equipment.
- Site point of contact information and site address.

### 1.3 Change in Scope

In the event of a change in scope, the contract amount and schedule shall be equitably adjusted. The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL ES will identify any budget or schedule impact and submit it for approval. SEL ES will proceed with the work as soon as SEL ES receives written approval, in accordance with established contract provisions.



## 2 Payment and Work Schedule

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### 2.1 Purchase Order Instructions

We request that the Customer use the following name and address when issuing a Purchase Order (PO).

SEL Engineering Services, Inc.

2350 NE Hopkins Court

Pullman, WA 99163

- Purchase Order must reference SEL standard Terms and Conditions (T&Cs), or previously agreed contract T&Cs.
- Purchase amount must be for full amount of proposed project plus any selected options.
- Purchase Order can be issued to the contact(s) listed in the SEL ES Contact Information section in this proposal.

### 2.2 Payment Milestones

Milestone Activity	Price (USD)
<b>Equipment</b>	
Equipment ordered	\$7,000.00
Shipment of equipment	\$6,190.00
<b>Services</b>	
Receipt of PO and Kick off Meeting complete	\$5,000.00
Revised FDS issue and Design complete	\$15,604.00
Commissioning complete	\$11,800.00
<b>Total Price (without Option1)</b>	<b>\$45,594.00</b>
<b>Optional</b>	
Option 1: Additional Commissioning Day	\$5,900.00
<b>Total Price (with Option1)</b>	<b>\$51,494.00</b>

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.

Unless indicated otherwise in this proposal, the price does not include the cost of any payment, performance, and/or warranty security instrument.

This proposal is valid for 60 days. SEL ES reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.

## 2.3 Payment and Credit Terms

If your company does not have established credit terms sufficient to cover this purchase, SEL ES reserves the right to require any of the following: credit information, prepayment, letter of credit, or progress payments prior to acceptance.

Work cannot be initiated until adequate credit terms have been established.

Payment Terms: Net 30 days after date of invoice.

## 2.4 Schedule

SEL ES will furnish a schedule for engineering, drawings for approval, manufacture, test, and shipment within one week after receipt of a purchase order and agreed upon terms.

Failure to supply requested information in a timely manner will affect the schedule and will subject the Customer to additional charges as set forth in Section 1.3: Change in Scope. If a project is delayed or suspended, the revised project schedule will be based on present workload and staff availability.

Proposed schedules are based on present workloads and, if applicable, material and equipment deliveries. The schedule may change depending upon the start date and the impact of work that may be awarded to SEL ES between the date of this proposal and the date of the award.

Schedule is subject to acceptable payment and credit terms.

The schedule will be equitably adjusted in the event of changes in scope or in the event of delays attributable to the Customer or Customer's separate contractors, unforeseen conditions, or causes beyond the control of SEL ES.

## 2.5 Work Suspension

### 2.5.1 Demobilization and Remobilization

In the event that a delay involves a demobilization and remobilization, whether the same is due to a Customer request, a lack of information, Customer has been unresponsive for 30 days, or otherwise, SEL ES will charge and the Customer agrees to pay the greater of \$1,000 or 5% of the contract value to demobilize from the Project.

After the Project has been demobilized, SEL ES will charge and the Customer agrees to pay 2% of the contract value to remobilize the project per Customer directive and per a mutually approved schedule. If a project is remobilized, the revised project schedule will be based on present workload and staff availability.

### 2.5.2 Suspension of Work

Any Project delayed or demobilized beyond a reasonable period (as determined in SEL's sole discretion and including, but not limited to, the Customer being unresponsive for 30 days or the project being suspended for a period of 180 days or more) shall be treated as terminated by Customer and Customer shall be responsible for payment of all outstanding invoices, any actual costs incurred up to the date of termination, and a 20% cancellation fee on the remaining unbilled balance.

## 3 Clarifications and Exceptions

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SEL ES developed the scope of work, schedule, and price based on the information provided to us as listed in this proposal. Should additional or changed work be required, including such work resulting from unusual conditions or for any other reasons that are not evident from the information provided, changes to the price or schedule may result.

SEL ES will assign a project manager to the project. The project manager will oversee and maintain the schedule within SEL ES. The project manager will also be the point of contact with the Customer in order to maintain a smooth flow of information.

For safety reasons, SEL ES service 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.

### 3.1 Clarifications

- Commissioning schedule will be based on availability of staff at the time the outage dates are confirmed and locked in. Commissioning will not be scheduled on holidays, weekends, or outside standard dayshift work hours.
- Unless otherwise stated above, the SEL ES commissioning scope of work considers testing of SEL equipment only.
- If onsite commissioning support is provided as part of this proposal, SEL ES engineers will work under the direction of the Customer's engineer and will assist with technical issues that arise during commissioning.
- The Customer shall provide a senior electrician, or otherwise qualified person, to assist with commissioning activities on site. This would include:
  - Assistance with point-to-point testing to verify correctness of wiring.
  - Assistance with wiring corrections if any errors are encountered.
- The installation of SEL devices and other equipment, including power and communication routing under the scope, must be complete prior to arrival of SEL ES personnel for onsite commissioning. Delays associated with incomplete or incorrect installation or the site not being ready when the SEL ES commissioning team is mobilized shall be billed to the client as per actual. SEL ES will prepare the commissioning plan and submit it to the Customer for review and approval. The Customer must approve the commissioning plan at least two (2) weeks in advance of SEL ES arriving at the site.
- SEL has not included any independent product certifications (i.e., UL, ETL, ANSI, NEMA, Seismic, etc.) in the scope of this proposal.
- The Customer will perform all lock-out tag-out (LOTO) switching, grounding operations, and create all required switching orders and LOTO work permits.

## 3.2 Onsite Commissioning Services

SEL ES personnel performing onsite commissioning and testing support will:

- Adhere to both Customer- and SEL ES-required operational and **safety** processes and procedures. SEL ES personnel will execute safety expectations to the more rigorous of either the Customer or SEL ES safety requirements. The minimum SEL ES safety expectations include:
  - Use personal protective equipment (PPE), including Category 2 arc-rated (AR) flame-resistant (FR) clothing, safety glasses, ear plugs, hard hat, and safety toe protective footwear.
  - Perform daily tailboard meetings. If site conditions change unexpectedly, a subsequent tailboard meeting shall be performed.
  - Limit SEL ES employees' arc-flash energy exposure to 8 cal/cm<sup>2</sup> (see Note 1).
  - Prohibit SEL ES employees from working with asbestos-containing material (see Note 2).
  - Follow Customer notifications to SEL ES personnel concerning any special safety training, prior to onsite commissioning and testing activities (training time shall apply to onsite support time).
- Perform all work activities using the SEL **human performance** tools, as applicable. The SEL human performance tools will include, but are not limited to:
  - Stop-work authorization. Initiate a stop-work and/or time-out when conditions change or abnormal situations or discrepancies arise.
  - Three-part communications.
  - Flagging, taping, signage, and barriers.
  - Independent verifications and/or reviews of critical steps in the evolution of work.
  - Performance of place-keeping methods to maintain tracking of critical steps.
  - Performance of pre-job briefing and walkdown before working on active control schemes, including breaker failure, local and remote breaker backup, transfer trip schemes, remedial action scheme activation, etc.
- Participate in and execute **energy control** processes as required by the Customer and as stipulated in the SEL ES commissioning procedures. The minimum energy control expectations include:
  - Development of an SEL ES-written testing and commissioning plan, according to the scope of this proposal.
  - Review and perform a walkdown inspection of applicable energy control boundaries (lockout/tagout [LOTO]). Verify the installation and/or closure of any installed safety grounds and/or switches and open points. Ensure that tagging is in place and/or controlled by the Customer's designated authority (dispatch) (see Note 3).

- Sign on to the Customer’s clearance order or permitting processes and subsequent release from clearance when the work evolution ends.
- Provide **site leadership**, direction, and Customer collaboration and communications during the job-site work execution, equipment testing, wiring verifications, and equipment energizing. The site leadership will encompass the following:
  - Verification and/or validity of “Issue for Construction” engineering documentation.
  - Technical supervision of crews performing demolition and wiring activities.
  - Management of sequencing of testing activities according to the preapproved testing and commissioning plan.
  - Performance of wire checks and circuit verifications.
  - Execution of primary current injection testing.
  - Execution of secondary current injection testing.
  - Management of the energization and testing of control schemes and protective relays.
  - Performance of the verification of settings and configuration files.
  - Preparation of documentation of commissioning events.
  - Communication of regular/daily Customer updates regarding the site status and/or progress and the equipment configuration.
  - Assumption of responsibility for all work activities performed under the SEL ES scope of this proposal. Unexpected outcomes including equipment issues, product defects, and safety or human performance issues will immediately initiate a stop-work time-out and the Customer and SEL ES leadership must be engaged.
  - Responsibility to provide Customer support for emergent or emergency situations not directly associated under the SEL ES scope of this contract.

If an emergent or emergency situation arises with the Customer’s equipment (e.g., load at risk or load lost), and Customer assistance is needed, SEL ES personnel will assist and/or advise the Customer with respect to the remediation of the emergent or emergency situation without a preapproved testing plan. During the emergent or emergency situation, SEL ES personnel will work under the direction of the Customer and will be available in a technical support role only.

***Note 1:** Electrical outages (controlled through LOTO or other clearance processes) should be considered to eliminate risk of employee exposure to arc-flash incident energy. If the normal incident energy is above 8 cal/cm<sup>2</sup>, SEL ES will work with the Customer to evaluate the options to reduce fault current and fault current clearing times, including creating temporary settings changes to speed up protection, opening tie breakers, and other incident energy reduction techniques. If an arc-flash study is required to determine the incident energy level, SEL ES will provide a proposal to do this work under a separate contract.*

***Note 2:** SEL ES employees will not perform any work activities on asbestos-containing material or presumed asbestos-containing material within the work zone that will be disturbed during normal work activities or material that is already in a friable state, until a negative test result is received from a certified laboratory verifying the absence of asbestos in the workplace. If a positive result is confirmed indicating that any hazardous material is present, no work activities shall commence or resume without complete remediation by*

*qualified contractors. It will be the responsibility of the equipment and/or asset owner to mitigate any identified and verified asbestos hazards.*

***Note 3:** SEL ES personnel do not provide services for switching of the Customer's primary equipment to establish LOTO and/or clearance orders. The Customer must provide qualified personnel for switching primary equipment to establish primary LOTO and/or clearance zones for commissioning and testing activities.*

### **3.3 Cybersecurity – Project Passwords**

To maintain security during the processes of engineering, fabrication, factory tests, shipment, delivery, onsite testing, and commissioning, the electronic devices in this system are assigned project passwords. They are specific to this project and are controlled at SEL ES on a strict need-to-know basis.

As part of the final deliverables from SEL ES, the Customer will receive documentation identifying the project passwords in each of the delivered products. SEL ES recommends that the Customer change the project passwords to Customer-defined passwords upon receipt of their products.

SEL ES policy is to change passwords; however, SEL ES will follow the Customer policy regarding passwords as advised.

## 4 SEL ES Safety Program

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### 4.1 Safety

SEL ES is committed to the safety of its employees and Customers, and our employees practice work rules to ensure compliance with industry standard safety methods and federally mandated requirements.

SEL ES safety metrics include:

- ORIR (OSHA Recordable Incident Rate): 0.33 year-ending 2023.
- DART (Days Away [from work], Restricted, and Transfer): 0.00 year-ending 2023.

#### 4.1.1 SEL Human Performance

SEL ES project procedures are designed to highlight human performance improvement (HPI) error precursors and implement tools to place barriers against hazards encountered in engineering work and in the field. HPI tools that are built into the daily work of SEL ES engineers include, but are not limited to:

- Peer-check requirements.
- Questioning attitude.
- Stop work.
- Policy adherence.
- Effective communication strategies.
- Documentation of good catches and near misses.
- Participation in surveys and questionnaires to obtain feedback.

#### 4.1.2 Qualified Electrical Worker Training

Employees shall complete SEL Qualified Electrical Worker (SQEW) training to work in the field. The two-day course is comprised of section competencies measured through quizzes. The second day, employees collaborate, respond to real-life scenarios encountered in the field, and teach the class their evaluation. SQEW training covers:

- National Fire Protection Association (NFPA) 70E®.
- Shock and arc-flash hazards and approach boundaries.
- Risk assessment.
- HPI tools and applications.
- PPE in accordance with the Occupational Safety and Health Administration (OSHA) and NFPA 70E.
- Substation equipment, entry, and protocols.



- Step and touch potential.
- Control of hazardous energy (LOTO).
- Electrically safe work conditions.
- Situational awareness.
- Project Safety Plan.
- Daily Tailboard.
- Energized Electrical Work Permit.
- Stop Work Procedure.
- Other electrical safety topics.

### **4.1.3 SEL Field Safety Manual Training**

The scope includes all SEL employees who visit Customers' sites to perform work in which the job may expose them to physical, mechanical, electrical, chemical, or radiological hazards. SEL ES complies with all local, state, and federal laws, as well as with other regulations relative to the methods of performing work. The contents meet or exceed the requirements of OSHA regulations and NFPA 70E.

### **4.1.4 Commissioning Qualification**

Commissioning personnel are qualified within their area of expertise (i.e., automation, protection) and progress with greater levels of authority based on hands-on performance, demonstration of knowledge in each competency, and by final qualification via a review panel process and supervisory evaluation.

### **4.1.5 Event Reporting and Investigation**

SEL ES has a robust event reporting and investigation program to collect safety data from employees when hazards or potential hazards are encountered while working. The goal is to proactively educate employees, create awareness, and put barriers against hazards in place to improve safety performance. A communication program provides information to employees regarding the good catch/near miss and allows discussion as to why they are important to safety performance.

# 5 Project Quality Plan

SEL maintains a documented quality system that meets the requirements of ISO 9001.

SEL ES strives to design, develop, and deliver dependable, quality solutions that exceed Customer expectations by applying the example SEL ES Project Procedure illustrated in Figure 1. The procedure and subordinate work instructions encompass a sequential, phase-gate design process that is tailored to the specific scope of the project. The primary goal is to design in quality from the beginning of the project. Time spent early on to ensure that the Customer’s project requirements and the design basis are correct saves time and effort in later phases for the Customer, the project team, and others involved.

The SEL ES Project Procedure for a typical project has phases for planning, definition, development, testing/validation, commissioning, and close out. Detailed design reviews of requirements and deliverables by competent technical reviewers from SEL ES authorized reviewer lists ensure the quality of deliverables. Testing and validation processes prove the performance of the solution for the Customer’s application.

The Customer has an important role in the process. Throughout the project, SEL ES will communicate project status and provide opportunities to define requirements, review deliverables, and provide feedback on SEL ES performance. Additionally, when Customers define hold/witness points or approval requirements, SEL ES will include the requirements in its detailed project plans to guarantee compliance.

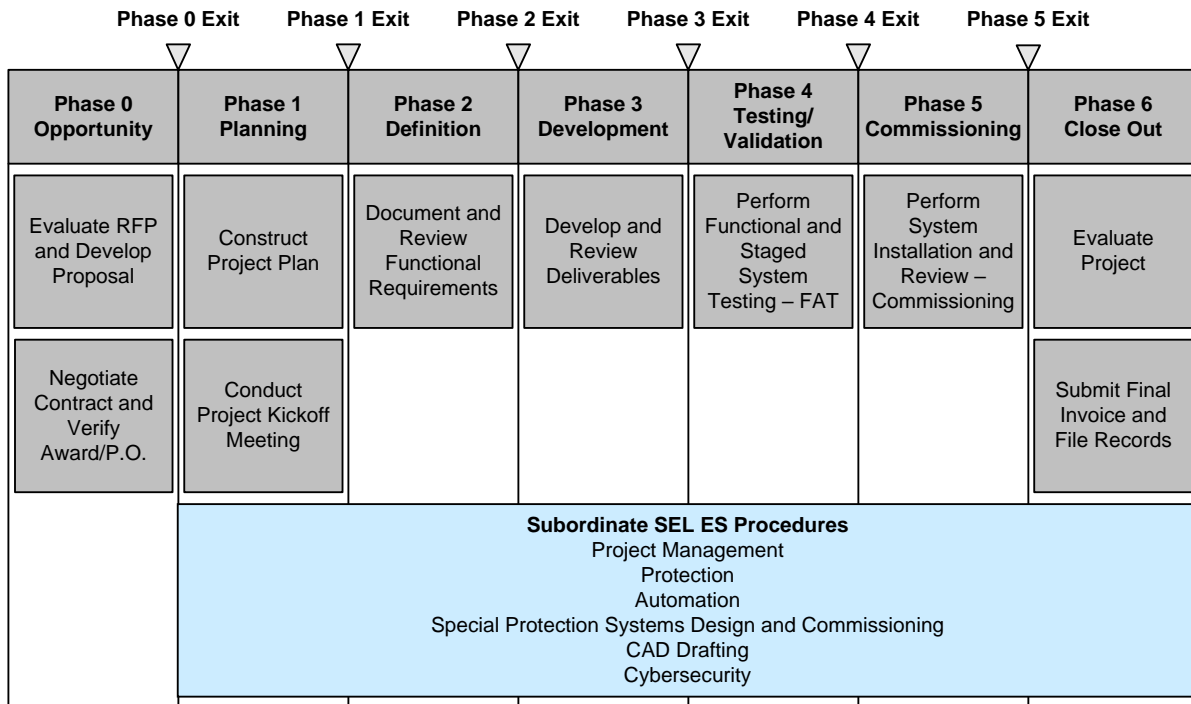


Figure 1: Example SEL ES Project Procedure Diagram

## 6 Terms and Conditions

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To accept this proposal and attached terms, please return this sheet, signed and dated. All purchase orders shall be issued to **SEL Engineering Services, Inc.**

City of Bonners Ferry (“Customer”)

SEL Engineering Services, Inc. (“SEL ES”)

7232 Main Street #149

2350 NE Hopkins Court

Bonnors Ferry, ID 83805

Pullman, WA 99163

Phone: 208-267-0357

Phone: 509.332.1890

Fax: 509.336.4445

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Contract Information (to be completed by client):

Contract Amount: \$ \_\_\_\_\_

Client PO/  
Reference/Contract#: \_\_\_\_\_

Ship To Address: \_\_\_\_\_

Bill To Street Address: \_\_\_\_\_

Bill To Email Address: \_\_\_\_\_

### **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 \_\_\_\_\_.

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

[ ] Total not to exceed \$ \_\_\_\_\_

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.

**14. CERTIFICATION THAT COMPANY IS NOT OWNED OR OPERATED BY THE GOVERNMENT OF CHINA:** Pursuant to Idaho Code section 67-2359, Contractor certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.



**AGREEMENT FOR  
MUNICIPAL PROSECUTOR LEGAL SUPPORT SERVICES**

This Agreement for Municipal Prosecutor Legal Support Services is hereby entered into by and between Andrakay Pluid, acting in her position as the Boundary County Prosecutor, (“County”) and the City of Bonners Ferry (“City”). The County and the City are collectively referred to herein as “the Parties.”

**WHEREAS**, the City desires to utilize existing County staff in the Boundary County Prosecutor’s Office to provide legal support services for criminal charges filed under the City’s jurisdiction and authority; and

**WHEREAS**, the County desires to provide said services in exchange for adequate compensation;

**NOW THEREFORE**, for the mutual covenants and considerations described herein, the Parties agree as follows:

1. **SCOPE OF WORK**: The County agrees to provide legal support services to the City, specifically routine paralegal work related to new and ongoing criminal prosecutions arising under the City’s jurisdiction and authority. These support services shall include, but not be limited to, filing pleadings, motions and other documents with the Court, preparing and filing discovery requests and responses with criminal defendants and/or their counsel of record, sending subpoenas, communicating with witnesses, and other tasks typically associated with criminal prosecutions and accomplished by a legal secretary or paralegal.

2. **FEES**: In exchange for the SCOPE OF WORK set forth in Paragraph 1, the City agrees to pay the County at a rate of eight hundred and thirty-four dollars (\$843.00) per month, totaling ten thousand dollars (\$10,000) per year. See Exhibit 1. This fee will be subject to review after the first year of service and the fee for subsequent years of the Agreement will increase annually on its anniversary date by 5% over and above the previous year.

3. **BILLING AND COMPENSATION**: The City shall pay the County in monthly installments.

4. **TERM**: This Agreement shall be in full force and effect beginning October 1, 2024, and shall renew on the anniversary of that date in each subsequent year unless amended or terminated by either Party.

5. **TERMINATION**: Either of the Parties may terminate this Agreement for any reason or for no reason by giving thirty (30) days written notice to the other Party. Upon termination by either Party, the City agrees to pay to the County all fees and expenses for services performed prior to the date of termination.

6. **INDEPENDENT CONTRACTORS:** The County shall be an independent contractor to the City and shall not be an employee. This Agreement does not create any partnership, joint venture, or relationship other than an independent contractor relationship. Neither the County, nor its partners, Of Counsel attorneys, agents, or employees shall be deemed an employee of the City for any purpose whatsoever, and the County shall not be eligible to participate in any benefit program provided by the City for its employees. The County shall be exclusively responsible for the payment of its own respective taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to worker's compensation and Social Security obligations, professional fees or dues.

7. **ASSIGNMENT:** The County shall not assign or transfer its interest in this Agreement.

8. **APPLICATION OF LAWS:** This Agreement shall be interpreted, construed, and governed according to the laws of the State of Idaho.

9. **DISPUTE RESOLUTION:** Any controversy, dispute, or disagreement arising out of or relating to this Contract, or any breach thereof, shall, unless otherwise agreed to by the Parties, be settled by confidential, informal, binding arbitration with an arbitrator mutually acceptable to the Parties. Each party shall bear its own attorneys' fees and costs for such dispute resolution.

10. **NOTICE:** All notices required to be sent under this Contract shall be in writing and sent by First Class U.S. Mail or Personal Delivery addressed:

To the County:

Boundary Prosecuting Attorney  
6452 Kootenai St. No. 12  
Bonners Ferry, ID 83805

To the City:

City of Bonners Ferry  
7232 Main St.  
Bonners Ferry, ID 83805

Each Party shall have the continuing obligation to advise the other of any change of address.

11. **AGREEMENT:** This written authorization embodies the entire Agreement between the Parties, and there are no other agreements, oral or written, with reference to this Agreement. In case any one or more of the



provisions contained in the Agreement shall be held unenforceable, the remaining provisions contained herein shall not be impaired thereby.

12. **AMENDMENTS:** No change or modification to this Agreement shall be valid unless made in writing and signed by both Parties.

13. **BOARD OF COMMISSIONERS APPROVAL REQUIRED:** Idaho Code § 31-3113 allows prosecuting attorneys to contract with cities as envisioned in this Agreement with the unanimous approval of the Board of Commissioners. This Agreement is therefore subject to such approval.

14. **EFFECTIVE DATE:** The effective date of this Agreement is October 1, 2024.

SIGNED AND AGREED TO on this \_\_\_ day of \_\_\_\_\_ 2024.

By: \_\_\_\_\_  
Mayor for the City of Bonners Ferry

Attest:

\_\_\_\_\_  
City Clerk

SIGNED AND AGREED TO on the \_\_\_ day of \_\_\_\_\_ 2024.

By: \_\_\_\_\_  
Andrakay Pluid, Boundary County Prosecutor

SIGNED AND AGREED TO on the \_\_\_ day of \_\_\_\_\_ 2024.

By: \_\_\_\_\_  
Tim Bertling, Chairman of the Boundary County Board of Commissioners

Attest:

\_\_\_\_\_  
County Clerk

# EXHIBIT 1

## Monthly Fee Breakdown

Facility Fee	\$84.00
Primary Paralegal Fee	\$500.00
Secondary Paralegal Fee	\$250.00
TOTAL	\$834.00



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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**TO:** Mayor and City Council

**FROM:** Mike Klaus, City Engineer/Administrator

**DATE:** September 13, 2024

**RE:** Streets – Revised Road Standards Policy

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Attached for your review is the draft revised road standards policy. I have also included the current standards for reference. I will discuss the differences between the current and the proposed policies during the council meeting.

Please call or email with any questions you may have for me.

Mike

## POLICY IV.G ROAD STANDARDS

### A. GENERAL REQUIREMENTS

1. The City of Bonners Ferry Road Standards shall be those of the following standards, most recent version except as otherwise identified in this policy:
  - a) Boundary County Road Standards Manual (September 2020 Edition)
  - b) Idaho Standards for Public Works Construction
  - c) Manual on Uniform Traffic Control Devices (MUTCD)
  - d) Idaho Catalog of Storm Water Best Management Practices

### B. EXCEPTIONS

1. The City may, under unusual circumstances, consider engineered street designs which do not follow City standards, if approved by the City engineer.
2. Driveway Approaches:
  - a) Driveway approach configurations will be considered on a case-by-case basis.
  - b) Minimum approach width for a primary residential driveway is 24'.
3. The minimum culvert size is 12".
4. The minimum street and Right-of-Way radius: for a 20 mph zone is 150' measured to the centerline of the street and Right-of-Way. The proposed radius of all new streets and Right-of-Ways shall be subject to the review and discretion of the City based on the Boundary County Road Standards. Streets and Right-of-Way intersections must connect at no less than 80-degrees unless otherwise approved by the City.
5. All new streets shall have a minimum compacted ballast depth of 12".
6. Street sub-base ballast material shall be ISPWC 2" Crushed Aggregate Type II. Street base material shall be ISPWC 3/4" Crushed Aggregate Type I.

### C. NEW STREETS AND STREETS IMPROVED FOR DEVELOPMENT

1. Dedication: All right-of-way for arterial and collector streets as shown on the Comprehensive Plan shall be dedicated to the City in all cases. Private streets are discouraged.
2. All streets, sidewalks, curbs, gutters, approaches and storm water drainage systems shall be approved by the City prior to construction and shall be constructed and inspected in accordance with the current edition of the "Idaho Standards for Public

Works Construction”, or in conformance with specific standards created by the City.

3. All newly constructed streets, parking areas and alleys shall be hard surfaced with concrete or “hot mix” asphalt paving. Chip sealing (of streets only) will only be allowed if determined by the City engineer that chip sealing will be in the best interest of the City with respect to design and continuity with adjacent streets.
4. Stub Streets: Where adjoining areas are not subdivided, the arrangement of streets shall be such that said streets and Right-of-Ways extend to the boundary line of adjacent tracts to make provisions for future expansion. The adjacent tracts must have the proper alignment and width available for future Right-of-Way dedication. Fire truck turnarounds may be required on dead end streets as determined by the Fire Chief.
5. Sidewalks and Pedestrian Walkways: Sidewalks and/or pedestrian walkways shall be constructed by the developing entity within public Right-of-Ways under the following conditions:
  - A. Where the City has a planned pedestrian route.
  - B. For all commercial, multi-family, industrial, and medical developments.
  - C. Along highway and arterials.

Sidewalks and walkways be to be a minimum of 6 feet wide (including curb) and placed in the right-of-way where approved by the City. The City will determine which type of pedestrian access is appropriate based on the preliminary site plan and the surrounding area and adjacent pedestrian systems.

6. Relation to Topography: Streets shall be designed and engineered in proper relation to the surrounding topography to eliminate erosion potential and create buildable lots, safe streets, drainage ditches and acceptable road grades and side slopes.
7. Alleys: Alleys shall be provided in multi-family developments, multiple dwelling or commercial subdivisions (unless other provisions are made) to provide service access and off-street loading. Alleys cannot be used for parking. Dead-end alleys shall be prohibited in all cases.
8. Half Streets: Half streets shall be prohibited. Whenever a tract to be subdivided borders on an existing half or partial street, the remaining portion of the street and Right-of-Way shall be dedicated and constructed within such tract to City standards.
9. Street Right-of-Way Widths: Street right-of-way widths, measured from property line to property line, shall conform to the adopted Transportation Plan or Comprehensive Plan and the rules of the Idaho Transportation Department and highway district or department having jurisdiction. Minimum right-of-way standards are as follows:

<u>Highway and Street Types</u>	<u>R/W Widths</u>	<u>Minimum Surface Width</u>
Expressway or Freeway	160 – 260 feet	140 – 240 feet
Arterial	80 feet	40 feet
Collector Street	60 feet	28 feet
Local Access	60 feet	24 feet
Alley	20 feet	12 feet

10. Street Grades: Street grades shall not exceed percent (6%) unless approved by the City based on site conditions.
11. STREET NAMES: The naming of streets and issuing of addresses shall conform to the current City ordinances and policies.
12. All new developments (other than single-family residential) shall provide a scale preliminary site plan with survey accurate linework showing all proposed streets, Right-of-Ways, accesses, alleys, parking areas, easements and improvements. Final designs will not be considered until the preliminary site plan is approved.
13. Vehicle travelways, alleys and parking areas inside all developments (other than single-family residential) shall have a minimum 8” thickness of compacted ballast, 4” thickness of compacted base material and shall follow the same design, construction and inspection procedures specified for new streets.
14. All new City streets required for any development shall be dedicated, engineered, funded and constructed by the developer to City standards along with all associated utilities, easements and stormwater plans.
15. No public Right-of-Way shall pass through an undivided lot. All such buildable lots must be divided to either side of the future Right-of-Way prior to or during the dedication of the new Right-of-Way.
16. Erosion control measures shall be maintained during any public or private construction project covered under the City of Bonners Ferry Road Standards Policy. Contractors shall follow the recommendations in the Idaho Catalog of Storm Water Best Management Practices issued by IDEQ.
17. Engineered Record Drawings and inspection reports for all construction which pertains to the City of Bonners Ferry Road Standards Policy shall be provided to the City within 60 days of final completion or at a time negotiated with the City.

## POLICY IV.G ROAD STANDARDS

### A. GENERAL REQUIREMENTS

1. The City of Bonners Ferry roads standards shall be those of the following standards, most recent version except as otherwise identified in this policy:
  - a) Boundary County Road Standards Manual. As proposed or latest adopted version.
  - b) Idaho Standards for Public Works Construction.
  - c) Manual on Uniform Traffic Control Devices (MUTCD)
  - d) Best Management Practices accepted by the State of Idaho.

### B. EXCEPTIONS

1. The City will consider designs with not in compliance with the City's standards, if they are completed and stamped by a professional engineer
2. Driveway Approaches:
  - a) Driveway approach configurations will be considered on a case by case basis.
  - b) Minimum approach width for a primary residential access is 24'.
3. The minimum culvert size is 12".
4. The minimum radius will be as follows:
  - 15 mph: 107' radius
  - 20 mph: 198' radius
  - 25 mph: 333' radius
  - 30 mph: 510' radius
  - Radius is measured to the centerline of the road.

### C. NEW STREETS AND STREETS IMPROVED FOR DEVELOPMENT

1. Dedication: Arterial and collector streets as shown on the Comprehensive Plan shall be dedicated to the public in all cases; in general, all other streets shall also be dedicated to public use. Private streets and roads are discouraged.
2. All streets, sidewalks, curbs-gutters, driveway approaches and storm water drainage systems need to be pre-approved by the City and shall be constructed in accordance with the current edition of the "Idaho Standards for Public Works Construction".
3. All Streets and alleys shall be hard surfaced with concrete or "hot-mix" asphalt paving.

4. Stub Streets: Where adjoining areas are not subdivided, the arrangement of streets shall be such that said streets extend to the boundary line of adjacent tracts to make provisions for the future extension of said streets in adjacent areas;
5. Sidewalks and Pedestrian Walkways: Sidewalks shall be installed for areas that have two and one-half (2 1/2) or more residences per acre, multi-family developments, where there is an existing or planned pedestrian way, and along arterials or highways. Sidewalks to be a minimum of six (6) feet wide.
6. Relation to Topography: Streets shall be arranged in proper relation to topography so as to result in usable lots, safe streets and acceptable gradients.
7. Alleys: Alleys shall be provided in multiple dwelling or commercial subdivisions unless other provisions are made for service access and off-street loading and parking. Dead-end alleys shall be prohibited in all cases.
8. Half Streets: Half streets shall be prohibited. Whenever a tract to be subdivided borders on an existing half or partial street, the other part of the street shall be dedicated and constructed within such tract.
9. Street Right-of-Way Widths: Street and road right-of-way widths, measured from property line to property line, shall conform to the adopted Transportation Plan or Comprehensive Plan and the rules of the Idaho Transportation Department and highway district or department having jurisdiction. Minimum right-of-way standards are as follows:

<u>Highway and Street Types</u>	<u>R/W Widths</u>	<u>Constructed surface width</u>
Expressway or Freeway	160 – 260 feet	140 – 240 feet
Arterial	80 feet	40 feet
Collector Street	60 feet	28 feet
Minor Street	60feet	24 feet
Alley	20 feet	12 feet

10. Street Grades: Street grades shall not exceed percent (6%) unless an exception is made based on site conditions.
11. STREET NAMES: The naming of streets and issuing of addresses shall conform to the current City ordinances and policies.



# *BEDC* **Boundary Economic Development Council**

7232 Main Street, PO Box 149  
Bonners Ferry, ID 83805 (208) 304-2567

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Date: September 10, 2024  
To: Bonners Ferry City Council  
From: David Sims  
Subject: Senior Center Block Grant

The Bonners Ferry Senior Center may want to apply for an Idaho Community Development Block Grant (ICDBG) that is offered through the Idaho Department of Commerce. Senior Center grants are eligible for a maximum award of \$245,000, and the grant application deadline is the first Friday in March. Eligible use of the funds includes new construction or improvements to an existing designated senior citizen center for the use and enjoyment of the community's senior population. As a general rule, any expenses associated with operating or maintaining public facilities and services are ineligible.

Senior Centers are not able to apply directly for block grants, but must partner with a city or county as a sub-recipient. This is explained in the following excerpt from the ICDBG application manual:

## Sub-recipients

Entities other than cities or counties may not apply directly for ICDBG funding. However, entities such as special purpose districts (such as water, fire, or sewer districts) or non-profits (such as senior citizens association) may want to utilize ICDBG funding for eligible improvements. To do so, the entities would need to partner with their representative city or county. The applicable city or county would then submit the application and the district or non-profit would be considered the sub-recipient. The relationship between the city or county and the sub-recipient would need to be formalized with an agreement. **The city or county must recognize that they are not simply a 'pass-through'—cities and counties are responsible to comply with national objective, fiscal, civil rights, and environmental requirements.**

Sub-recipients are the representatives of the beneficiaries and must comply with all ICDBG regulations and rules.

The purpose of having this on the agenda is to determine if the City of Bonners Ferry is willing to consider partnering with the Senior Center if they want to apply for an Idaho Community Development Block Grant.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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**TO: Mayor and City Council**

**FROM: Mike Klaus, City Engineer/Administrator**

**DATE: September 13, 2024**

**RE: City – Boundary County All Hazard Mitigation Plan**

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I have attached part of the Boundary County All Hazard Mitigation Plan for you to see part of what was developed in this updated plan. I have included several pages of the 250-page document, focusing on the preliminary information, and then the projects that are described for the city. The City of Bonners Ferry has been involved with this process since it began a couple of years ago.

I could forward the entire document to you by email if you wish, but I refrained from printing the document because of its volume. I recommend adoption of the attached Resolution 2024-005 for the Boundary County Multi-Jurisdictional All Hazard Mitigation Plan

Please call or email with any questions you may have for me.

Mike

CITY OF BONNERS FERRY RESOLUTION 2024 - 005  
AUTHORIZING THE ADOPTION OF THE BOUNDARY COUNTY  
MULTI-JURISDICTIONAL ALL-HAZARD MITIGATION PLAN

WHEREAS, widespread property damage, personal injury and loss of life from manmade and natural disasters is an ever-present possibility in Bonners Ferry; and

WHEREAS, Chapter 10, Title 46, Idaho Code requires the protection of lives and property in any type of natural or man-made disaster emergency or threat that might conceivably confront the City; and

WHEREAS, local government is the principal provider of emergency services in Idaho; and

WHEREAS, the City of Bonners Ferry completed a planning process that engaged the public, assessed the risk and vulnerability to the impacts of hazards, developed a mitigation strategy consistent with a set of uniform goals, and created a plan for implementing, evaluating, and revising this mitigation strategy;

NOW, THEREFORE, BE IT RESOLVED that the City of Bonners Ferry:

- 1.) Adopts in its entirety the Boundary County Multi-Jurisdictional All-Hazard Mitigation Plan.
- 2.) Will use the adopted and approved portions of this Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3.) Will coordinate the strategies identified in the Plan with other planning programs and processes within its jurisdictional authority.
- 4.) Will continue to support the established Planning Committee and continue to participate in the planning partnership as described by the Plan.
- 5.) Will help to promote and support the mitigation successes of all planning partners.

Adopted by the City of Bonners Ferry Mayor and City Council on the \_\_\_\_ day of September 2024.

\_\_\_\_\_  
RICK ALONZO, Mayor

\_\_\_\_\_  
ADAM ARTHUR, City Council President

\_\_\_\_\_  
BRION POSTON, City Council

\_\_\_\_\_  
RON SMITH, City Council

Attest:

\_\_\_\_\_  
VALERIE THOMPSON, City Council

\_\_\_\_\_  
DEBORAH GARCIA, City Clerk  
To the City Council of Bonners Ferry



**FEMA**

September 3, 2024

Susan Cleverly, State Hazard Mitigation Officer  
Idaho Office of Emergency Management  
4040 W Guard St, Building 600  
Boise, ID 83705

Reference: Adoption Required to Finish Boundary County Multi-jurisdictional Hazard Mitigation Plan Process

Dear Officer Cleverly:

In accordance with applicable<sup>1</sup> laws, regulations, and policy, the United States Department of Homeland Security's Federal Emergency Management Agency (FEMA) Region 10 has determined the Boundary County multi-jurisdictional hazard mitigation plan meets all applicable FEMA hazard mitigation planning requirements except its adoption by:

Boundary County	City of Bonners Ferry	City of Moyie Springs
-----------------	-----------------------	-----------------------

Local governments, including special districts, with a plan status of "Approvable Pending Adoption" are not eligible for FEMA mitigation grant programs with a hazard mitigation plan requirement.

The next step in the approval process is to formally adopt the hazard mitigation plan and send a resolution to the state for submission to FEMA. Sample adoption resolutions can be found in Appendix B of the Local Mitigation Planning Policy Guide.

An approved hazard mitigation plan, including adoption by the local government, is one of the conditions for applying for and/or receiving FEMA mitigation grants from the following programs:

- Hazard Mitigation Grant Program (HMGP)
- Hazard Mitigation Grant Program Post-Fire (HMGP-PF)
- Building Resilient Infrastructure and Communities (BRIC)
- Flood Mitigation Assistance (FMA)

Based on FEMA's review, the plan did not include all dam risk. Thus, the participating jurisdictions are not eligible for assistance from the HHPD Grant Program. If any participating jurisdictions with HHPDs are interested in this assistance, they should contact the FEMA Region 10 Hazard Mitigation

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<sup>1</sup> Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and National Dam Safety Program Act, as amended; 44 CFR Part 201, Mitigation Planning; and Local Mitigation Planning Policy Guide (FP-206-21-0002).

Officer Cleverly  
September 3, 2024  
Page 2

Planning Team at [FEMA-R10-MT\\_Planning@fema.dhs.gov](mailto:FEMA-R10-MT_Planning@fema.dhs.gov), to learn more about how to include all dam risks in the plan.

Participating jurisdictions that adopt the plan more than one year after Approvable Pending Adoption status has been issued must either:

- Validate that their information in the plan remains current with respect to both the risk assessment (no recent hazard events, no changes in development) and their mitigation strategy (no changes necessary); or
- Make the necessary updates before submitting the adoption resolution to FEMA.

We look forward to receiving the adoption resolutions and discussing options for implementing this hazard mitigation plan. If we can help in any way, please contact the FEMA Region 10 Hazard Mitigation Planning Team at [FEMA-R10-MT\\_Planning@fema.dhs.gov](mailto:FEMA-R10-MT_Planning@fema.dhs.gov).

Sincerely,

Wendy Shaw, P.E.  
Risk Analysis Branch Chief  
Mitigation Division

Enclosures

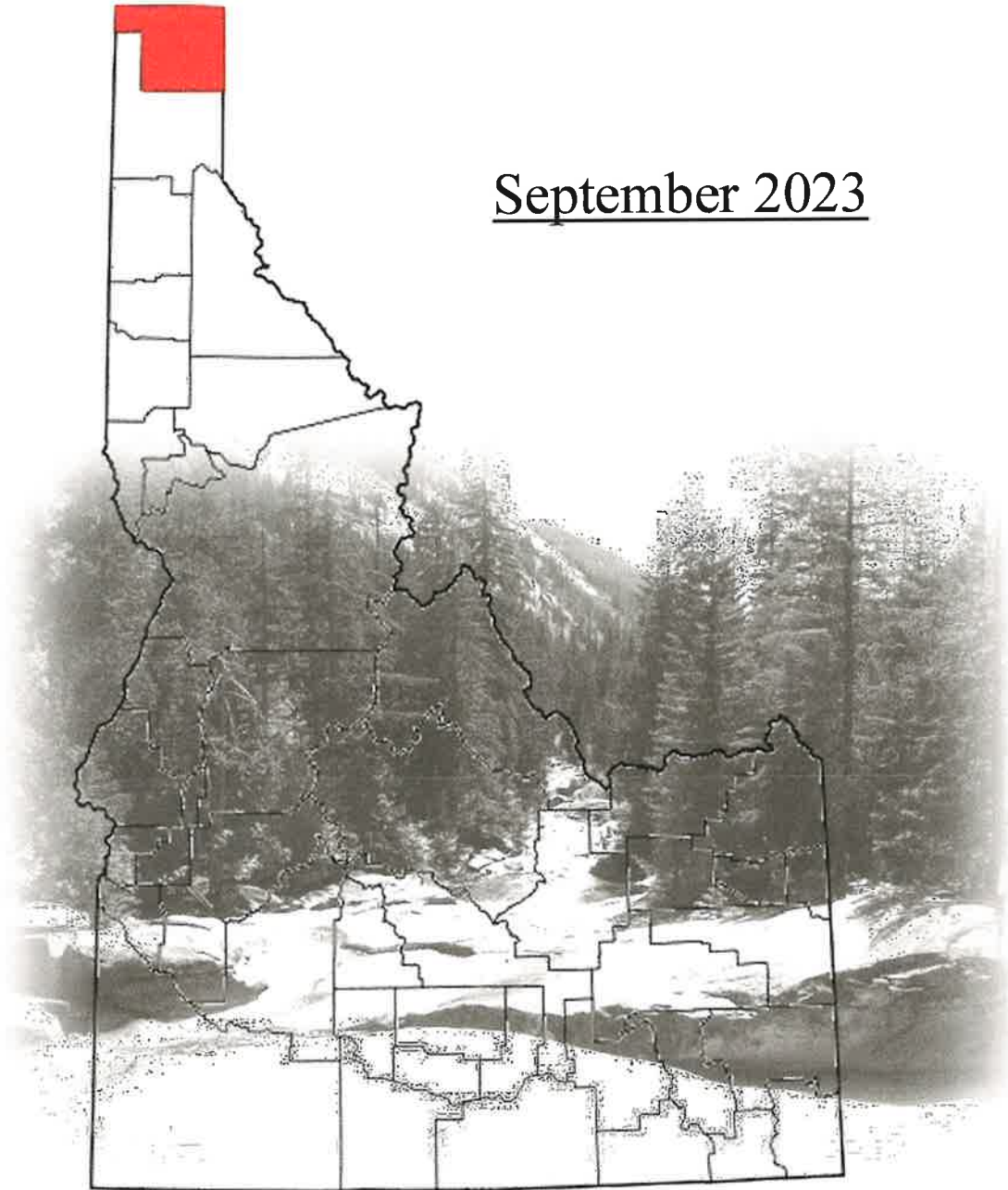
cc: Susan Cleverly, Idaho Office of Emergency Management  
Lorrie Pahl, Idaho Office of Emergency Management

ZA:JG:WS

# Boundary County, Idaho

## Multi-Jurisdiction All Hazard Mitigation Plan

September 2023



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## Chapter 1: Planning Process

### Overview of this Plan and its Development

This Multi-Jurisdiction All Hazard Mitigation Plan, 2023 update, is the result of analyses, professional cooperation and collaboration, assessments of hazard risks and other factors considered with the intent to reduce the potential for hazards to threaten people, structures, infrastructure, and unique ecosystems in Boundary County, Idaho. The Boundary County All Hazard Mitigation Plan (AHMP) underwent a revision in 2014, and this document serves as the required 5-year update of the plan under the Pre-Disaster Mitigation program.

In December 2021, Boundary County Office of Emergency Management contracted services to update the AHMP to Northwest Management, Inc. of Moscow, Idaho.

The planning team responsible for implementing this project was organized and led by the Boundary County Emergency Manager. Agencies and organizations that were invited to participate in the planning process included:

Boundary County Board of Commissioners	Kootenai Tribe of Idaho
Boundary County Sheriff's Office	City of Bonners Ferry
Boundary County Assessor	City of Moyie Springs
Boundary County Clerk/Auditor/Recorder	North Bench Fire District
Boundary County Road and Bridge	South Boundary Fire District
Boundary County GIS	Paradise Valley Fire District
Boundary County Planning and Zoning	Curley Creek Volunteer Fire Department
Boundary County Search and Dive Rescue Team	Boundary Community Hospital
Boundary Economic Development Council	Panhandle Health District
Boundary Ambulance	US Army Corps of Engineers
Boundary County School District 101	US Customs and Border Protection
Boundary County Solid Waste	NOAA – National Weather Service
University of Idaho Boundary County Extension	American Red Cross
Idaho Office of Emergency Management	BNSF Railway
Idaho State Police	Northern Air, Inc.
Idaho Department of Lands	Idaho Forest Group
Idaho Transportation Department	Northern Lights, Inc.
USFS – Panhandle National Forest	

## Goals and Guiding Principles

### Federal Emergency Management Agency Philosophy

The following guiding principles are excerpted from the Local Mitigation Planning Policy Guide.<sup>2</sup>

Local hazard mitigation plans form the foundation of a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repetitive damage. The Federal Emergency Management Agency (FEMA) supports local mitigation planning to achieve the following:

- Foster partnerships among all levels of government.
- Develop and strengthen non-governmental and private partnerships.
- Promote more disaster-resilient and sustainable communities.
- Reduce the costs associated with disaster response and recovery by promoting mitigation activities.

Local mitigation plans are investment strategies that communities develop throughout the planning process to identify hazards, assess risks and vulnerabilities, and develop mitigation strategies that can be funded using a wide range of resources. As stated in 44 CFR § 201.1(b), “the purpose of mitigation planning is for state, local and Indian tribal governments to identify the natural hazards that impact them, to identify actions and activities to reduce any losses from those hazards, and to establish a coordinated process to implement the plan, taking advantage of a wide range of resources.” This coordinated process allows mitigation investments to be based on a community-based, risk-informed decision-making process. The local mitigation planning process helps the whole community understand the importance of mitigation and develop mitigation actions based on current and future risks and capabilities.

The following guiding principles should be considered in advance of developing or updating a local mitigation plan:

- **Plan and Invest for the Future:** The plan is based on the experiences of the past and present and on projections for the future, including long-term climate change considerations and changes in development. The planning process sets the direction for years and decades into the future, using the best available information, tools and resources from partners and stakeholders to make a strong case for mitigation investments and implementing actions. Consider all possible types of mitigation actions (land use regulations, building codes, nature-based solutions, etc.) to address current and future risks.
- **Collaborate and Engage Early:** The planning process brings together diverse community-based partners representing the interests of the whole community. It includes those able to implement mitigation actions using a wide range of resources, and leaders from underserved communities and socially vulnerable populations. Meaningful representation from and conscious collaboration with underserved and vulnerable populations are critical for equitable outcomes. federal, state, and local engagement is also critical for successful mitigation planning,

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<sup>2</sup> FEMA 2023 Local Mitigation Planning Policy Guide

[https://www.fema.gov/sites/default/files/documents/fema\\_local-mitigation-planning-policy-guide\\_042022.pdf](https://www.fema.gov/sites/default/files/documents/fema_local-mitigation-planning-policy-guide_042022.pdf)

as partners from all levels of government bring additional resources including, but not limited to, data, funding, and technical expertise.

- **Integrate Community Planning:** Design the planning process to fit the unique needs of each community. Integrating hazard risk with the most appropriate planning scale and processes, such as land use, economic development, housing, infrastructure, resilience planning and/or natural resource planning, will minimize conflicting initiatives, such as development in hazard-prone areas. Prepare a single-jurisdiction plan or participate in a multi-jurisdictional one, based on local capabilities.

The plan development process and each five-year update are opportunities to advance the previous and ongoing mitigation efforts, integrate the plan with other community planning initiatives, improve engagement with community-based organizations that represent underserved communities, accurately reflect changes in risk and recalibrate the mitigation strategy and priorities.

FEMA makes funding available for planning through the Hazard Mitigation Assistance (HMA) grant programs: the Hazard Mitigation Grant Program (HMGP); the Building Resilient Infrastructure and Communities (BRIC) Program; and the Flood Mitigation Assistance (FMA) Program. Approved mitigation plans are a requirement for local governments, including special districts, to be eligible for the projects funded under the HMA and other FEMA programs, including the Rehabilitation of High Hazard Potential Dams (HHPD). Additionally, Public Assistance funding is available to implement mitigation measures for damaged eligible facilities to protect against future damages, so long as the recipient has an approved state mitigation plan. Mitigation plans must be reviewed and updated every five years and formally adopted by each participating jurisdiction's governing body as part of receiving approval.

FEMA will only review a local Multi-Hazard Mitigation Plan submitted through the appropriate State Hazard Mitigation Officer (SHMO). Draft versions of local Multi-Hazard Mitigation Plans will not be reviewed by FEMA. FEMA will review the final version of a plan prior to local adoption to determine if the plan meets the criteria, but FEMA will be unable to approve it prior to adoption.

In Idaho the SHMO is:

Idaho Office of Emergency Management  
4040 Guard Street, Bldg 600  
Boise, ID 83705

## Boundary County Mitigation Goals

The mitigation goals for the AHMP were reviewed and accepted by the planning team as still applicable for this plan update. The goals were reviewed and accepted by the adopting jurisdictions and Kootenai Tribe of Idaho (KTOI). More specific objectives were originally created for each goal during the 2013-2014 revision of the AHMP. These objectives were retained in the Appendices for further reference. The goals are tailored toward all hazards and the five natural hazards that Boundary County, the cities, and KTOI deems the most significant. Two additional goals were added to this list to encapsulate two human-induced hazards that the county also considers of special concern.

*All Hazard Mitigation*

**GOAL AH1**

Establish a comprehensive, on-going All Hazard Mitigation planning and project implementation structure that can effectively address multiple natural, technological, and societal hazards.

**GOAL AH2**

Strengthen hazard preparedness and response.

**GOAL AH3**

Improve county policies and practices that effectively reduce the risk of hazards to people on private and public property, buildings, and infrastructure.

*Urban/Wildfire Mitigation*

**GOAL U/W1**

Increase the county's fire fighter capacity.

**GOAL U/W2**

Increase the actions homeowners take on their own to reduce their vulnerability to urban fire and wildland fire.

**GOAL U/W3**

Improve fire suppression infrastructure.

**GOAL U/W4**

Reduce hazard fuel sources that increase risk to people and property.

**GOAL U/W5**

Improve response capability by ensuring that the county has sufficient and well-functioning equipment.

**GOAL U/W6**

Improve knowledge of past hazard events.

*Landslide Mitigation*

**GOAL L1**

Reduce the threat of landslides to people, property, structures, and systems in the county.

*Flood Mitigation*

**GOAL F1**

Reduce the vulnerability of county residents and property to flooding.

**GOAL F2**

Decrease flood damage to public and private non-structural systems and structures throughout the county.

*Earthquake Mitigation*

**GOAL E1**

Reduce the earthquake risk to people, property, structures, and systems.

*Severe Weather Mitigation*

**GOAL WS1**

Reduce the health and safety risk to people and reduce the property damage that results from severe weather events.

*Hazardous Materials Mitigation*

**GOAL HM1**

Maintain Awareness and Plans to Reduce Impact of Hazmat Risks.

*Cyber Attack Mitigation*

**GOAL C1**

Develop and Maintain Awareness of Vulnerabilities of County Information Infrastructure.

**Integration with Other Local Planning Mechanisms**

During the update of this AHMP several planning and management documents were reviewed to avoid conflicting goals and objectives. Existing programs and policies were also reviewed to identify those that may weaken or enhance the hazard mitigation objectives outlined in this document. Each adopting jurisdiction conducted a capabilities assessment which included planning and policy mechanisms (see Appendices). The following narratives briefly describe some of the existing planning documents and ordinances present in the county that were considered during this plan update. This list does not necessarily reflect every plan, ordinance, or other guidance document within each jurisdiction; however, this is a summary of the guidance documents known to and recommended for review by members of the planning team.

*Boundary County Community Wildfire Protection Plan, 2023*

This plan was updated at the same time as the AHMP. The CWPP serves as the Wildfire hazard profile and risk assessment and wildfire mitigation action items were included in the Chapter 4 Mitigation Strategy of this AHMP.

*Boundary County Flood Damage Prevention Ordinance, 2015*

This ordinance went into effect in 2015, and the same FEMA flood map was used in the AHMP as was considered for this ordinance. Flood hazard profile, risk assessment, and mitigation action items relating to flooding were all developed in harmony with the flood ordinance.

### *City of Bonners Ferry Comprehensive Plan, 2023*

This plan was updated while the AHMP was also being updated. Contributors to the Comprehensive Plan update were also part of the AHMP planning team and consistency between the two documents was ensured through collaboration with these individuals.

### *Boundary County Comprehensive Plan, 2009*

Section 6 of the comprehensive plan discusses “Hazardous Areas” and specifically references the 2005 AHMP which served as the original basis for the 2014 AHMP. The 2023 AHMP remains consistent with the concerns and objectives laid out in section 6 by examining and/or addressing all the hazards highlighted in section 6, including earthquakes, landslides/mudslides, avalanches, wildfire, floods, dam failure, and winter storms.

## Documenting The Planning Process

---

### *Participating Jurisdictions*

This Plan covers all areas within Boundary County, including the Kootenai Tribe of Idaho, the incorporated cities in the county, unincorporated communities, fire protection districts, and other districts. The Kootenai Tribe, city of Bonners Ferry, and city of Moyie Springs engaged in the planning process as full participants and adoptees of the 2023 AHMP update along with Boundary County. Representatives from each adopting jurisdiction regularly attended planning meetings, communicated consistently with the contractor (NMI) and the planning team, provided information necessary to update the plan, and offered feedback to drafts and suggestions produced by the consultant and the planning team. Records have been retained that show this participation in the following forms: 1) FEMA worksheets; 2) Questionnaires; 3) Meeting notes; 4) Meeting sign-in sheets; and 5) Email correspondence. A non-exhaustive sample of this record is retained in the Appendices (chapter 5).

Boundary County and the cities of Bonners Ferry and Moyie Springs have participated pursuant to 44 CFR Part 201.6(a)(4). The Kootenai Tribe’s participation is pursuant to 44 CFR Part 201.7(d)(3).

### *The Planning Team*

The planning team for this AHMP update was formed from the basis of the Boundary County LEPC with additional individuals and organizations added to collect a wide range of stakeholders and planning partners. Planning team members were formally invited to participate in the planning process through email messages distributed by Boundary County Emergency Management. Additional messages and reminders were issued during regular operations meetings (e.g. LEPC meetings).

Those who participated in an active way through meeting attendance, by providing information, and/or by assisting in reviews are presented in Table 1:



Boundary County Multi-Jurisdiction All Hazard Mitigation Plan 2023

Table 1) Participants in the 2024 Boundary County All Hazard Mitigation Plan Update.

Name	Title/Position	Organization
Andrew O’Neel	Emergency Manager	Boundary County
Tim Bertling	Commissioner	Boundary County
Wally Cossairt	Commissioner	Boundary County
Dan Dinning	Commissioner (ret.)	Boundary County
Ben Robertson	Commissioner	Boundary County
Theresa Wheat	Administrative Director	Kootenai Tribe of Idaho
Genny Hoyle	Environmental Director	Kootenai Tribe of Idaho
William Barquin	Attorney General	Kootenai Tribe of Idaho
Rhonda Vogl	Administrative Director (ret.)	Kootenai Tribe of Idaho
Mike Klaus	City Engineer	City of Bonners Ferry
Dick Staples	Mayor (former)	City of Bonners Ferry
Lisa Ailport	City Administrator	City of Bonners Ferry
Rick Alonzo	City Council	City of Bonners Ferry
Brian Zimmerman	Police Chief	City of Bonners Ferry
Les Love	City Council	City of Moyie Springs
Gus Jackson	Chief (former)	North Bench Fire District
Tony Shope	Chief	North Bench Fire District
Mike Glazier	Chief	Paradise Valley Fire District
Tony Rohrwasser	Chief	South Boundary Fire District
Frank Wright	Chief	Curley Creek Volunteer FD
Jeff Lindsey	President/Chief	Boundary Ambulance
Dave Kramer	Sheriff	Boundary County
Richard Stephens	Undersheriff	Boundary County
Glenda Poston	Clerk/Auditor/Recorder	Boundary County
Sue Larson	Treasurer	Boundary County
Olivia Drake	Assessor	Boundary County
David Sims	Director	Boundary Economic Development Council
Dennis Weed	Director (former)	Boundary Economic Development Council
Stacy Brown	Chief Probation Officer	Boundary County Probation
Jan Bayer	Superintendent	Boundary County School District #101
Lisa Iverson	Principal	Bonners Ferry High School
Kylee Guthrie	Principal	Mount Hall Elementary School
Ken Homick		Idaho Department of Lands
Jason Wilkerson	Assistant Fire Warden	Idaho Department of Lands
Nate Rogers	Fire Warden	Idaho Department of Lands
Reese Maynard	Lead Maintenance	Boundary Community Hospital
Nick Mechikoff	Public Health Awareness	Panhandle Health District
Alana Anderson		Panhandle Health District
Morgan Walker		Panhandle Health District
Kristin Mettke	Engineering & Operations Manager	Northern Lights, Inc.
Justin Piper	Director, HazMat	BNSF Railway
Tim Dougherty	Agency Resource Manager	Idaho Forest Group
Jeremy Dineen	HR/Safety Manager	Alta Forest Products



Name	Title/Position	Organization
Mark Feddersen	Analyst	Idaho Office State Board of Education
Andy Brown		National Weather Service – Spokane
Robin Fox		National Weather Service – Spokane
Kevin Knauth	District Ranger	USFS
Jessica Carlson	Disaster Program Manager	American Red Cross
Jay D. Baker	Area Field Officer	IOEM
Lorrie Pahl	Mitigation Planner	IOEM
Adam Herrenbruck	Planning Associate	Northwest Management, Inc.

Several stakeholders and adjacent organizations from a wide range of fields were invited to participate, including other governmental organizations – local, state, and federal. Industry leaders and important transportation providers were also included in this process. The process was intended to include not only the adopting jurisdictions and county officials but also neighbors and organizations whose regions span beyond the county boundaries. Some examples of this are Northern Lights, Inc. whose coverage area reaches beyond Boundary County, the Panhandle National Forest, and the Kootenai Tribe of Idaho – a sovereign nation physically within Boundary County but with their own government structure and authority. BNSF Railway has operations in Boundary County but spans multiple counties and states.

### *AHMP Planning Team Meetings*

The Planning Process began in December 2021 with the kickoff meeting.

#### *December 13, 2021*

The kickoff meeting of the Boundary County Multi-Jurisdiction All Hazard Mitigation Plan update project was held in Bonners Ferry on December 13, 2021, at the county annex conference room. Consultants Adam Herrenbruck and Brad Tucker of Northwest Management, Inc. (NMI), assisted Emergency Manager Andrew O’Neel in hosting the meeting. After introductions, the consultants with NMI gave a presentation that explained the overview of the plan’s purpose, the plan update process, and expectations of the planning team and adopting jurisdictions. There was a discussion on how to effectively involve the public, how to assess and rate the hazards, and what kind of local knowledge is needed from the planning team to help update the plan. There was also a discussion regarding what other stakeholders could or should be invited to participate in the planning process, how team meetings will proceed, and what the general timeline of this project will look like.

#### *January 20, 2022*

The second meeting was held in Bonners Ferry on January 20, 2022, at the county annex conference room. Adam, with NMI, summarized the overview presentation from the kickoff meeting and then explained some of the steps already being taken by the consultants. Public involvement was discussed again, and the planning team formed a strategy with how to conduct that portion of the process. Community Assessments had been updated by the NMI team and Adam discussed the feedback received so far and any new comments brought up at the meeting. Three new items were then introduced and discussed briefly: Capability Assessment, Goals and Objectives, and Mitigation Action

## City of Bonners Ferry

### Landslide / Mudslide

Project ID: CBF-LS-1			
Hazard	Priority	Cost	Timeline
Landslide /Mudslide	Score: High	\$2,000 in staff time	Within two years
<b>Goal:</b> Protect lives and property from landslides.			
<b>Description of the Project:</b> Create and codify a hillside ordinance that will help protect lives and property from development on steep slopes within the City.			
<b>Lead Agency</b>	City of Bonners Ferry, City Engineer, City Administrator		
<b>Potential Resources</b>	Other cities, consultants		

### Flooding

Project ID: CBF-FL-1			
Hazard	Priority	Cost	Timeline
Flooding	Score: High	\$10-20 Million	One to ten years
<b>Goal:</b> Protect lives and property from flooding			
<b>Description of the Project:</b> Install rock armoring along current levee system that lacks protection. As of 2023, approximately 2,700 lineal feet of the north bank and 4,300 lineal feet of the south bank has no rock armoring.			
<b>Lead Agency</b>	City of Bonners Ferry, Boundary County		
<b>Potential Resources</b>	FEMA, USACE, IOEM, other federal grant money that may be available		

Project ID: CBF-FL-2			
Hazard	Priority	Cost	Timeline
Flooding	Score: High	\$30,000	One to Two Years

<b>Goal:</b> Protect properties from flooding during heavy rain events	
<b>Description of the Project:</b> Complete improvements to the storm water collection and disposal system at the <b>Fairgrounds</b> . The project is approximately 30% complete.	
<b>Lead Agency</b>	Bonnors Ferry City Council/Administrator; Street department, City Engineer
<b>Potential Resources</b>	Annual agency budgets, and grants as they become available

Project ID: CBF-FL-3			
Hazard	Priority	Cost	Timeline
Flooding	Score: Medium	\$100,000	One to Five Years
<b>Goal:</b> Protect properties from flooding during heavy rain events.			
<b>Description of the Project:</b> Complete improvements to the storm water collection and disposal system at <b>Madison Street</b> .			
<b>Lead Agency</b>	Bonnors Ferry City Council/Administrator, Street Department, City Engineer		
<b>Potential Resources</b>	Annual agency budgets, and grants as they become available		

Project ID: CBF-FL-4			
Hazard	Priority	Cost	Timeline
Flooding	Score: Medium	\$75,000	One to Five Years
<b>Goal:</b> Protect properties from flooding during heavy rain events.			
<b>Description of the Project:</b> Complete improvements to the storm water collection and disposal system at <b>Washington Street</b> .			
<b>Lead Agency</b>	Bonnors Ferry City Council/Administrator, Street Department, City Engineer		
<b>Potential Resources</b>	Annual agency budgets, and grants as they become available		

Project ID: CBF-FL-5			
Hazard	Priority	Cost	Timeline
Flooding	Score: High	\$100,000	Within one year
<b>Goal:</b> Protect properties from flooding during heavy rain events.			
<b>Description of the Project:</b> Complete improvements to the storm water collection and disposal system at <b>Helena/Golden Streets</b> .			
<b>Lead Agency</b>	Bonners Ferry City Council/Administrator, Street Department, City Engineer		
<b>Potential Resources</b>	Annual agency budgets, and grants as they become available		

Project ID: CBF-FL-6			
Hazard	Priority	Cost	Timeline
Flooding	Score: Medium	\$400,000	Within ten years
<b>Goal:</b> Protect properties from flooding during heavy rain events.			
<b>Description of the Project:</b> Complete improvements to the storm water collection and disposal system at <b>Montana Street, Cemetery Road</b> .			
<b>Lead Agency</b>	Bonners Ferry City Council/Administrator, Street Department, City Engineer		
<b>Potential Resources</b>	Annual agency budgets, and grants as they become available		

Project ID: CBF-FL-7			
Hazard	Priority	Cost	Timeline
Flooding	Score: Medium	\$500,000	Within ten years
<b>Goal:</b> Protect properties from flooding during heavy rain events.			
<b>Description of the Project:</b> Complete improvements to the storm water collection and disposal system at <b>Kaniksu Street from Hospital to Olympic Way</b> .			
<b>Lead Agency</b>	Bonners Ferry City Council/Administrator, Street Department, City Engineer		
<b>Potential Resources</b>	Annual agency budgets, and grants as they become available		

Project ID: CBF-FL-8			
Hazard	Priority	Cost	Timeline
Flooding	Score: Medium	\$100,000	Within ten years
<b>Goal:</b> Protect properties from flooding during heavy rain events.			
<b>Description of the Project:</b> Complete improvements to the storm water collection and disposal system at <b>Lower Vista Street</b> .			
<b>Lead Agency</b>	Bonners Ferry City Council/Administrator, Street Department, City Engineer		
<b>Potential Resources</b>	Annual agency budgets, and grants as they become available		

Project ID: CBF-FL-9			
Hazard	Priority	Cost	Timeline
Flooding	Score: Medium	\$300,000	Within five years
<b>Goal:</b> Protect lives and property from flooding downtown by pumping water out of lowest point.			
<b>Description of the Project:</b> Procure pump and generator large enough to pump water out of downtown during river flood events coupled with rain.			
<b>Lead Agency</b>	City of Bonners Ferry		
<b>Potential Resources</b>	State and federal agency grant programs, possibly government surplus		

Project ID: CBF-FL-10			
Hazard	Priority	Cost	Timeline
Flooding	Score: High	\$150,000	Within five years
<b>Goal:</b> Maintain power at City Hall for incident command during power outages caused by flood.			
<b>Description of the Project:</b> Procure back-up generation system for Bonners Ferry City Hall, which also houses City Police Headquarters.			
<b>Lead Agency</b>	City of Bonners Ferry		
<b>Potential Resources</b>	State and federal agency grant programs, possibly government surplus		

## Severe Weather

Project ID: CBF-SW-1			
Hazard	Priority	Cost	Timeline
Severe Weather	Score: Medium	\$200,000	One to Five Years
<b>Goal:</b> Protect sewer lift stations from backing up in the event of sustained power loss.			
<b>Description of the Project:</b> Install emergency power for the Sanitary Sewer Lift Stations in the City of Bonners Ferry. The city has installed back-up generators for lift stations 2, 5, and 6 to date. Lift station 1 will have back-up power in 2023. It is the City's goal to install generators at lift stations 3 and 4 in the next five years.			
<b>Lead Agency</b>	City of Bonners Ferry, City Engineer, City Administrator		
<b>Potential Resources</b>	Sewer Budget		

## Dam Failure

Project ID: CBF-DF-1			
Hazard	Priority	Cost	Timeline
Dam Failure	Score: High	\$100,000	Within two years
<b>Goal:</b> Provide downstream Public Alert & Warning to Twin Rivers campground and Kootenai Tribal fish hatchery of a dam breach at the Moyie dam			
<b>Description of the Project:</b> Install dam failure warning system on Moyie River Dam.			
<b>Lead Agency</b>	Bonners Ferry Electric; Bonners Ferry City Engineer, Kootenai Tribe of Idaho		
<b>Potential Resources</b>	Annual Electric Department budgets, grant if available		

## Cyber Attack

Project ID: CBF-CA-1			
Hazard	Priority	Cost	Timeline
Cyber Attack	Score: High		Within one year
<b>Goal:</b> Develop & Maintain Awareness of Vulnerabilities in City Information Technology Infrastructure			



<b>Description of the Project:</b> Conduct a Cyber Security Analysis on City of Bonners Ferry digital systems.	
<b>Lead Agency</b>	Bonners Ferry IT Department; City Departments and Agencies
<b>Potential Resources</b>	Grant funding

## Earthquake

<b>Project ID: CBF-EQ-1</b>			
<b>Hazard</b>	<b>Priority</b>	<b>Cost</b>	<b>Timeline</b>
Earthquake	Score: Medium		Annually as needed
<b>Goal:</b> Maintain Awareness of Condition of Transportation Infrastructure			
<b>Description of the Project:</b> Conduct yearly inspections and maintenance of all bridges, culverts, and dikes to identify damage or potential weakness of structures. Follow state schedule developed by Idaho Dept of Transportation. This would be a joint project with Boundary County.			
<b>Lead Agency</b>	Idaho Dept of Transportation, County Road & Bridge Dept		
<b>Potential Resources</b>	Annual agency budgets, service groups, clean-up contingency funds, Sheriff's Labor Program		

## Hazardous Materials

<b>Project ID: CBF-HM-1</b>			
<b>Hazard</b>	<b>Priority</b>	<b>Cost</b>	<b>Timeline</b>
HAZMAT	Score: High		Next two years
<b>Goal:</b> Maintain Awareness and Plans to Reduce Impact of Hazmat Risks			
<b>Description of the Project:</b> Update the city of Bonners Ferry Hazardous Materials Commodity Flow Study (Hazardous Materials)			
<b>Lead Agency</b>	Boundary County Office of Emergency Management; Rural Fire Districts, ISP, Regional Hazardous Materials Response Team		
<b>Potential Resources</b>	HMEP Grant		