

## **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**

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

### **AGENDA CITY COUNCIL MEETING Bonnors Ferry City Hall 7232 Main St 267-3105 December 3, 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
3. Consider approval of Alcohol Beverage Licenses for FY2024: Grocery Outlet, The Badger's Den, Bonners Ferry Conoco, Nomnom, Heart Rock Wines/Hidden Haven Sweets & Treats, Mi Pueblo II, Rusty Moose Tavern & Grill/Goat Mountain Pizzeria, Mugsy's Tavern & Grill, Eagle Aerie 3522, Under the Sun, Sam's Stop & Shop #14, Safeway Store #2954, Kootenai River Inn Casino & Spa, Bonners Ferry Pupuseria, The Pearl Theater, Jack's Club.
4. Consider authorizing the mayor to sign the Federal Surplus Property Program Eligibility Application.

### **NEW BUSINESS**

5. **City- (action item)** [attachment]- Consider approval of the contract for Melissa Mellon to provide janitorial services for Visitor Center.

6. **FIRE-(action)** [attachment]-Discuss the response from the Kootenai Tribe of Idaho on the Fire Protection Contract increase request of 3%.
7. **CITY- (action item)** [attachment]- Consider approval for staff member Kathy Walk to clean City Hall twice a week at the rate of \$20.00 per hour working 6 to 8 hours per week in addition to her regular position.
8. **CITY- (action item)** [attachment]- Consider reducing the salary, paid time off (PTO), and the one-year employment increase by 20% for Andy Bliss to accommodate his need to make a reduction in hours.
9. **CITY- (action item)**- Consider gift cards for Christmas in the amount of \$25.00 each for city committee volunteers not to exceed \$500.00 total.
10. **ELECTRIC- (action)** [attachment]- Consider Change Order #6 for \$20,000 with Schweitzer Engineering Laboratories for ongoing programming and troubleshooting assistance for the Moyie Hydro controls for FY2025.

## **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.

No. 2025-14

# City of Bonners Ferry

## 2025

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **Linked Technology LLC** doing business as **Jack's Club** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>		
LIQUOR	375.00	_____ Mayor
BEER: Container Only	00.00	
Draft/Container	100.00	ATTEST: _____
WINE:	100.00	_____ Clerk
<b>Off Premises</b>		
BEER: Container Only	00.00	
Keg, Jug and Container	00.00	_____ Date
WINE	00.00	
Transfer Fee – Liquor, Beer, Wine	00.00	
TOTAL	575.00	THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed



No. 2025-05

# City of Bonners Ferry

## 2025

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **The Pearl Theater Inc** doing business as **The Pearl Theater** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>		
LIQUOR	00.00	APPROVED: _____
BEEER: Container Only	75.00	Mayor
Draft/Container	00.00	
WINE:	100.00	ATTEST: _____
<b>Off Premises</b>		
BEEER: Container Only	00.00	Clerk
Keg, Jug and Container	00.00	
WINE	00.00	Date
Transfer Fee – Liquor, Beer, Wine	00.00	
TOTAL	175.00	THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed

No. 2025-02

# City of Bonners Ferry

2025

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **Little Singing Goat LLC** doing business as **Grocery Outlet of Bonners Ferry** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

### On Premises

#### LIQUOR

00.00

#### BEER: Container Only

00.00

#### Draft/Container

00.00

#### WINE:

00.00

### Off Premises

#### BEER: Container Only

25.00

#### Keg, Jug and Container

00.00

#### WINE

100.00

#### Transfer Fee – Liquor, Beer, Wine

00.00

#### TOTAL

125.00

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed



No. 2025-04

# City of Bonners Ferry

## 2025

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **Dayne Swisher** doing business as **The Badger's Den** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>		
LIQUOR	00.00	APPROVED: _____ Mayor
BEER: Container Only	75.00	
Draft/Container	00.00	ATTEST: _____
WINE:	100.00	_____ Clerk
<b>Off Premises</b>		
BEER: Container Only	00.00	
Keg, Jug and Container	00.00	_____ Date
WINE	100.00	
Transfer Fee – Liquor, Beer, Wine	00.00	
TOTAL	175.00	THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed

No. 2025-21

# City of Bonners Ferry

## 2025

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **Sanah & Sahej LLC** doing business as **Bonnerr's Ferry Conoco** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>		
LIQUOR	00.00	_____ Mayor
BEER: Container Only	00.00	
Draft/Container	00.00	ATTEST: _____
WINE:	00.00	_____ Clerk
<b>Off Premises</b>		
BEER: Container Only	25.00	
Keg, Jug and Container	00.00	_____ Date
WINE	100.00	
Transfer Fee – Liquor, Beer, Wine	00.00	
TOTAL	125.00	

THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed



No. 2025-20

# City of Bonners Ferry

## 2025

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **PAR HAWAII, LLC** doing business as **NOMNOM** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>		
LIQUOR	00.00	APPROVED: _____
BEER: Container Only	00.00	Mayor
Draft/Container	00.00	
WINE:	00.00	ATTEST: _____
<b>Off Premises</b>		
BEER: Container Only	25.00	Clerk
Keg, Jug and Container	00.00	
WINE	100.00	Date
Transfer Fee – Liquor, Beer, Wine	00.00	
TOTAL	125.00	THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed



No. 2025-19

# City of Bonners Ferry

## 2025

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **Hands Hidden Haven LLC** doing business as **Heart Rock Wines/Hidden Haven Sweets & Treats** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>	
LIQUOR	00.00
BEER: Container Only	00.00
Draft/Container	100.00
WINE:	100.00
<b>Off Premises</b>	
BEER: Container Only	25.00
Keg, Jug and Container	00.00
WINE	100.00
Transfer Fee – Liquor, Beer, Wine	00.00
TOTAL	325.00

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed

No. 2025-18

# City of Bonners Ferry

## 2025

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **Mi Pueblo II LLC** doing business as **Mi Pueblo II** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>		
LIQUOR	00.00	_____ Mayor
BEER: Container Only	00.00	
Draft/Container	100.00	
WINE:	100.00	
<b>Off Premises</b>		_____ Clerk
BEER: Container Only	00.00	
Keg, Jug and Container	00.00	
WINE	00.00	_____ Date
Transfer Fee – Liquor, Beer, Wine	00.00	
TOTAL	200.00	THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed



No. 2025-16

# City of Bonners Ferry

## 2025

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **Jill's Inc** doing business as **Rusty Moose Tavern & Grill/ Goat Mountain Pizzeria** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>	
LIQUOR	00.00
BEER: Container Only	00.00
Draft/Container	100.00
WINE:	100.00
<b>Off Premises</b>	
BEER: Container Only	00.00
Keg, Jug and Container	00.00
WINE	00.00
Transfer Fee – Liquor, Beer, Wine	00.00
TOTAL	200.00

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed

No. 2025-13

# City of Bonners Ferry

2025

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **Mugsy's Tavern & Grill LLC** doing business as **Mugsy's Tavern & Grill** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

### On Premises

#### LIQUOR

BEER: Container Only

Draft/Container

WINE:

### Off Premises

BEER: Container Only

Keg, Jug and Container

WINE

Transfer Fee – Liquor, Beer, Wine

TOTAL

APPROVED:

375.00

00.00

100.00

100.00

00.00

00.00

00.00

00.00

00.00

575.00

Mayor

ATTEST:

Clerk

Date

THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed



No. 2025-10

# City of Bonners Ferry

## 2025

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **Bonners Ferry Aerie & Auxiliary 3522 Inc.** doing business as **Eagle Aerie 3522** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>	
LIQUOR	375.00
BEER: Container Only	75.00
Draft/Container	00.00
WINE:	100.00
<b>Off Premises</b>	
BEER: Container Only	25.00
Keg, Jug and Container	00.00
WINE	00.00
Transfer Fee – Liquor, Beer, Wine	00.00
TOTAL	575.00

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed

No. 2025-08

# City of Bonners Ferry

## 2025

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **Sun Group LLC** doing business as **Under the Sun** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>		
LIQUOR	00.00	_____ Mayor
BEER: Container Only	75.00	
Draft/Container	00.00	ATTEST: _____
WINE:	100.00	_____ Clerk
<b>Off Premises</b>		
BEER: Container Only	00.00	_____ Date
Keg, Jug and Container	00.00	
WINE	00.00	
Transfer Fee – Liquor, Beer, Wine	00.00	
TOTAL	175.00	THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed



No. 2025-07

# City of Bonners Ferry

## 2025

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **BABA LLC** doing business as **SAM'S STOP & SHOP #14** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>		
LIQUOR	00.00	_____ Mayor
BEER: Container Only	00.00	
Draft/Container	00.00	ATTEST: _____
WINE:	00.00	_____ Clerk
<b>Off Premises</b>		
BEER: Container Only	25.00	
Keg, Jug and Container	00.00	_____ Date
WINE	100.00	
Transfer Fee – Liquor, Beer, Wine	00.00	
TOTAL	125.00	THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed

No. 2025-06

# City of Bonners Ferry

## 2025

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **Safeway Inc.** doing business as **Safeway Store #2954** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>	
LIQUOR	00.00
BEER: Container Only	00.00
Draft/Container	00.00
WINE:	00.00
<b>Off Premises</b>	
BEER: Container Only	25.00
Keg, Jug and Container	100.00
WINE	100.00
Transfer Fee – Liquor, Beer, Wine	00.00
TOTAL	225.00

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed



No. 2025-03

# City of Bonners Ferry

## 2025

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **KOOTENAI TRIBAL DEVELOPMENT CO** doing business as **KOOTENAI RIVER INN CASINO & SPA** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

<b>On Premises</b>		
<b>LIQUOR</b>	375.00	_____ Mayor
BEER: Container Only	00.00	
Draft/Container	100.00	ATTEST: _____
WINE:	100.00	_____ Clerk
<b>Off Premises</b>		
BEER: Container Only	25.00	_____ Date
WINE	00.00	
Transfer Fee – Liquor, Beer, Wine	00.00	
<b>TOTAL</b>	575.00	THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed

No. 2025-01

# City of Bonners Ferry

## 2025

### RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **BONNERS FERRY PUPUSERIA LLC** doing business as **BONNERS FERRY PUPUSERIA** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

#### On Premises

##### LIQUOR

BEER: Container Only

Draft/Container

##### WINE:

#### Off Premises

BEER: Container Only

Keg, Jug and Container

##### WINE

Transfer Fee – Liquor, Beer, Wine

TOTAL

APPROVED:

00.00

75.00

00.00

00.00

25.00

00.00

00.00

00.00

100.00

Mayor

ATTEST:

Clerk

Date

THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed



# FEDERAL SURPLUS PROPERTY PROGRAM ELIGIBILITY APPLICATION

Idaho State Agency for Surplus Property (SASP)

104 S. 43rd Ave, Caldwell, Id 83605

Submit completed application to: Hattie King, [hattie.king@adm.idaho.gov](mailto:hattie.king@adm.idaho.gov), or call (208) 334-3477

Organization:

Physical Mail Address (Street Address, City, State, Zip and County- No Post Office Box!):

City of Bonners Ferry

7232 Main St. (P.O. Box 149) Bonners Ferry, Id 83805

Primary Contact:

Title:

Taxpayer/Employer Identification Number (TIN/EIN):

Phone w/Area Code:

Fax w/Area Code:

Email:

Website:

Please choose one among the following (Public Agency, Nonprofit Organization, SEA, VSO, SBA, or VOSB) which best describes your entity:

**Public Agency or Nonprofit Organization:** These are tax supported entities or (primarily) educational/health nonprofit programs-- See below and Section 549(c)(3) of title 40, United States Code for a more expansive list. Such programs can acquire both civilian agency and DOD property. Property must be placed into use within 12 months and then used for a specific time period depending on the item type.

☐ **Public Agency \***

**Purpose of your public agency:**

- ☐ Conservation
- ☐ Economic Development
- ☐ Public Education G
- ☐ Public Health G
- ☐ Parks & Recreation
- ☐ Public Safety
- ☐ Program for Older Americans
- ☒ Local, City County or State Government
- ☐ Public Airport
- ☐ Indian Tribe, Band, Group, Pueblo or Community Located on a State Reservation I
- ☐ Volunteer Fire/Rescue Squad C
- ☐ Public Purposes- Multiple services such as above H

☐ **Nonprofit Organization \*\***

**Purpose of your nonprofit:**

- ☐ Medical Institution B
- ☐ Hospital B
- ☐ Clinic B
- ☐ Health Center B
- ☐ Outpatient Facility B
- ☐ Program for Older Americans D
- ☐ Provider of Assistance to Homeless A
- ☐ Provider of Assistance to Impoverished A
- ☐ School, College or University B
- ☐ School for Persons with Disabilities B
- ☐ Educational Institution B
- ☐ Child Care Center B
- ☐ Preschool B
- ☐ Adult Day Care Center B
- ☐ Educational Radio/TV Station E
- ☐ Museum F
- ☐ Library B
- ☐ Nursing Homes or Geriatric Centers B
- ☐ Alcohol/Drug Abuse Treatment Centers B

\* All public agencies must provide **proof of public agency status**.

\*\* All nonprofits must provide an **IRS 501(c) ruling**. State tax exempt forms are **not** acceptable.

All public agencies and nonprofits must provide financial information-- basic budget information, funding sources, etc.

A Must provide letter from a public official certifying that those receiving services are **primarily** homeless or impoverished.

B Must provide evidence of either **licensing** (recognition or approval by appropriate State or local authority; **accreditation** (approved by a recognized regional, state, or national board); or **approval** (recognition and approval by State Department of Health or Education; or other appropriate authority).

C Must provide evidence of public funding and/or legislative authority; must also provide evidence of approval by proper government authority.

D Must provide evidence of funding under the Older Americans, Social Security, Economic Opportunity, or Community Services Block Grant Act.

E Must provide proof of Federal Communications Commission (FCC) licensing.

F Must sign attached museum access agreement.

G Public health and educational "institutions" must provide evidence of either **licensing** (recognition or approval by appropriate State or local authority); **accreditation** (approved by a recognized regional, state or national board); or **approval** (recognition and approval by State Department of Health or Education, or other appropriate authority).

H Please contact the SASP for instructions on whether it is best to submit a separate application for each public program managed.

I In some states like Alaska, this definition has been expanded. Contact your respective SASP for details.

**Note: All applicants whose eligibility is dependent on any type of licensing, accreditation, approval, or annual funding, must provide evidence of such upon expiration/renewal to ensure continuing eligibility.**

☐ **Service Educational Activity (SEA):** These are programs of special interest to the Armed Services and DOD. See Section 549(d) of Title 40, USC. SEAs include American National Red Cross, Boy/Girl Scouts, Little League Baseball, United Service Organization, Young Marines, and many others. For a complete listing of SEAs, view DOD's 4160.21-M manual (Sections 6-4 through 6-22 and Attachment 6.1-1 & 2). SEAs can only acquire DOD property and **must provide proof of approval as an SEA**.

☐ **Veteran Service Organization (VSO):** These are organizations recognized by the VA that provide services to veterans. VSOs include the American Legion, AMVETS, Marine Corps League, Veterans of Foreign Wars, and many others. For a complete listing, visit <https://www.va.gov/ogc/recognizedvsos.asp>. VSOs can acquire both civilian agency and DOD property. **VSOs are not required to be nonprofit to be eligible, but must provide proof of approval as a VSO and a written statement certifying that at least 33% of its members are veterans.**

☐ **Small Business Administration (SBA) Activity:** These are designated by SBA as 8a Business Development (BD) activities. SBAs can acquire both civilian agency and DOD property (except foreign surplus) and **must provide written verification (letter or email) of your status from SBA**. SASPs may verify 8a BD status at [https://web.sba.gov/dsbs/search/dsp\\_dsbs.cfm](https://web.sba.gov/dsbs/search/dsp_dsbs.cfm).

☐ **Veteran Owned Small Business (VOSB):** These are businesses certified by the VA. VOSBs can acquire both civilian agency and DOD property. VOSBs **must provide a copy of the VETS First verification from the VA**. SASPs may verify VOSB status at <https://vetbiz.va.gov/basic-search/>

**Note: If your organization was not listed above and you wish to further discuss, please contact the SASP Bureau Chief, Sam Sibert, at: (208) 334-3477 or [sam.sibert@adm.idaho.gov](mailto:sam.sibert@adm.idaho.gov)**

**Program Narrative:** Applicants must provide a written description of program(s), at a minimum and as applicable, details such as population served, number of individuals served, hours of operation, number of full-time/part-time staff, staff qualifications, description of facilities, square footage, financial information-- basic budget information, funding sources, etc. Applicants may substitute a program brochure or website reference provided it lists similar details.

If more space is needed, proceed to Page 6.

**Authorized Representative Listing:** Applicants must provide a list of persons authorized to sign for the release of property on its behalf. Individuals listed on prior applications will be deleted. A valid driver's license or state issued photo identification may be required prior to entering state or federal facilities. Those who sign below represent that they have read and understand all information contained in this application (including the fine print) and they will abide by the aforementioned agreements, certifications, assurances and statements. Museum applicants acknowledge they understand and will abide by the Museum Access Agreement, the Certification & Agreement Statement and the Nondiscrimination Assurance Statement as well.

<b>Printed Name</b>	<b>Title</b>	<b>Phone Number (Include Area Code)</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Email Address</b>	<b>Date (MM/DD/YYYY)</b>	<b>Signature</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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To include additional representatives, proceed to Page 6.

**Museum Access Agreement (Museum Applicants only!):**

As part of the Federal Surplus Property Donation Program, "museums"-- pursuant to Section 23 of Public Law 114-287 and Federal Management Regulation (FMR) Part 102-37-- agree that from an operational standpoint toward fulfilling the museum's mission and function for the general public that the museum will: Accede to any request submitted for access during typical "business" hours, interpreted here to be approximately 9:00am to 4:00pm, Monday through Friday-- although a reasonable variation from these hours may be considered due to individual circumstances (e.g. location of museum requiring strict business hours that deviate from the aforementioned time parameter).

<b>Print Name and Title of Head Authorized Museum Official</b>	<b>Date (DD/MM/YYYY)</b>	<b>Signature</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Property "Want" or "Needs" List:** Applicants must provide a listing of specific property items desired or the general categories of items desired:



**TO BE INCLUDED ON THE STATE AGENCY FOR SURPLUS PROPERTY (SASP) ISSUE OR DISTRIBUTION DOCUMENT.**

**(a) THE DONEE CERTIFIES THAT:**

- (1) It is a public agency, or a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue Code of 1954 within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area and one or more public purposes, or, if a nonprofit, tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals. The property is not being acquired for any other use or purpose, or for sale or other distribution or for permanent use outside the State, except with prior written approval of the SASP.
- (3) Funds are available to pay all costs and charges incident to donation, including but not limited to shipping fees, repairs, costs relating to making a donated item serviceable.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus property issued under title VI of the Civil Rights Act of 1964, Section 606 of title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, as amended, title IX of the Education Amendments of 1972, as amended, and section 303 of the Age Discrimination Act of 1975.

**(b) THE DONEE AGREES TO THE FOLLOWING CONDITIONS:**

- (1) All items of property shall be placed in use for the purpose(s) for which acquired within 1 year of receipt and shall be continued to be used for such purpose(s) for a minimum of 1 year from the date the property was placed in use. In the event the property is not placed in use, or continued in use, the donee shall immediately notify the SASP and, at the donee's expense, return such property to GSA or SASP, otherwise make the property available for transfer or other disposal by the SASP, provided the property is still usable as determined by the SASP.
- (2) Such special handling or use limitations as are imposed by GSA on any item(s) of property listed hereon.
- (3) In the event the property is not so used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and, upon demand, the donee shall release such property to such persons as GSA or its designee shall direct.

**(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE SASP, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS, OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE IN LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:**

- (1) The property shall be used only for the purpose(s) for which acquired, and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purposes(s) for which acquired for a period of 18 months from the date the property is placed in use.
- (3) In the event the property is not used as required by (c) (1) and (2), and Federal restrictions (b)(1) and (b)(2) and (f) have expired, then title and right to the possession of such property shall at the option of the SASP revert to the SASP and the donee shall release such property to such persons as the SASP shall direct.

**(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:**

- (1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (b), (c), and (f), remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently for use outside the State, without the prior approval of GSA under (b), (c), and (f), or the SASP under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA or by the SASP, shall be remitted promptly by the donee to GSA or the SASP, as the case may be.
- (2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), and (f) remain in effect, without the prior approval of GSA or the SASP, the donee, at the option of GSA or the SASP shall pay to GSA or the SASP, as the case may be, the proceeds of the disposal of the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the SASP.
- (3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c), and (f) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the SASP, and shall, as directed by the SASP, return the property to the SASP, release the property to another donee, or another SASP, or to a department or agency of the United States, sell, or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the U.S. Government.
- (4) The donee shall make reports to the SASP on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the SASP. The SASP reserves the right to, at its discretion, conduct on-site, virtual, telephonic, written reviews of property acquired for use to ensure the donee is properly utilizing the property and following all applicable program rules.
- (5) At the option of the SASP, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of an amount determined by the SASP in conjunction with GSA.

**(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:**

- (1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, as well as the SASP will be held harmless from any or all debts, liabilities, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.
- (2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, GSA or the SASP, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

**Certification & Agreement Statement (Including Conditions, Reservations and Restrictions):**

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

- (1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreement executed by the authorized donee representative, as well as the conditions set forth in C, at a minimum.

**Sample Restriction Periods:\***

These are the general restriction periods for most types of property received. It is the applicant's responsibility to research, understand and comply with the specific restrictions placed upon each piece of property received. Property must be placed into use within 12 months and used for a minimum compliance or restriction period of 12 months depending on the type of property. Special restrictions are applied to items with an original government unit acquisition cost of \$5,000 or more, passenger motor vehicles, NASA artifacts, noncombat aircraft and vessels over 50', noncombat flyable aircraft, combat aircraft and vessels 50' and greater, and firearms. See the SASP for specific restrictions and questions on all items acquired, including the following:

Property with an original gov't unit acquisition cost of less than \$5,000 or more = 12 months  
Property with an original gov't unit acquisition cost of \$5,000 or more and passenger motor vehicles = 18 months  
NASA artifacts = 60 months & Perpetuity  
Noncombat Aircraft and Vessels 50' and greater = 60 months  
Combat Aircraft and Vessels over 50' = Perpetuity  
Firearms = Perpetuity

Note: SEAs can only acquire DOD property and are only subject to a 12 month restriction period!

SBA activities can acquire civilian agency and DOD property, but must use the property during its term of participation in the SBA program plus one year!

**Nondiscrimination Assurance Statement:**

ASSURANCE AND COMPLIANCE WITH GSA REGULATIONS under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Service Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.

Hereinafter called the "Donee", agrees that the program for or in connection with which any property is donated to the Donee will be conducted in compliance with, and the Donee will comply with and will provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulation of the General Service Administration (41 CFR 101.6-2, PR 101-8) issued under the provisions of Title VI of the Civil Rights Act of Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975. To the end that no person in the United States shall on the grounds of race, color, national origin, sex or age, or that no person with disabilities shall solely by reason of their disability, be excluded from participation in or be denied the benefits of, or be subject to discrimination under any program or activity for which the Donee receives Federal Assistance from the General Services Administration.

The Donee hereby gives assurance that it will immediately take any measure necessary to effectuate this agreement.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions:**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;  
(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;  
(c) Are not presently indicted for or otherwise criminally or civilly charged by Governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and  
(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, state, or local) terminated for cause of default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall draw a line through the statement(s) above- (1)(a), (1)(b), (1)(c), (1)(d) for which the prospective applicant cannot certify and attach a detailed explanation to this application.

**Property Return Policy:**

(1) PROPERTY ACQUIRED THROUGH THIS PROGRAM IS DONATED ON AN "AS IS/WHERE IS" BASIS, WITH NO WARRANTY OR GUARANTEE OF ANY KIND. Regulations require that property be put into use within one year and utilized for a MINIMUM of one year. We realize that there can be extenuating circumstances, and have established a return policy as follows:

- (a) IF RETURNED TO OUR AGENCY WITHIN 30 DAYS OF THE DATE ON THE WAREHOUSE ISSUE SHEET (INVOICE), FULL CREDIT WILL BE EXTENDED WITH ANY COSTS INVOLVED IN RETURNING THE PROPERTY TO OUR WAREHOUSE TO BE THE RESPONSIBILITY OF THE DONEE.;  
(b) IF RETURNED BETWEEN 30 AND 60 DAYS, 50% CREDIT WILL BE EXTENDED. AGAIN, ANY COSTS INVOLVED IN RETURNING THE PROPERTY WILL BE THE RESPONSIBILITY OF THE DONEE;  
(c) SERVICE AND HANDLING FEES ON DIRECT TRANSFERS ARE NOT REFUNDABLE;  
(d) IDAHO FEDERAL SURPLUS WILL ACCEPT PROPERTY AFTER THE 60 DAY PERIOD IF FOR ANY REASON THE DONEE IS UNABLE TO COMPLY WITH THE REGULATIONS GOVERNING UTILIZATION BUT NO CREDIT WILL BE ALLOWED AND THE RESPONSIBILITY FOR TRANSPORTATION TO THE WAREHOUSE RESTS WITH THE DONEE;  
(e) Any credit allowed under the terms explained above applies only to the service and handling charges assessed to the property and not to any freight or delivery charges;  
(f) Each return requires prior approval and all property returned will be subject to inspection by the warehouse staff prior to issuance of any credit.
- (2) THERE WILL BE NO CASH RETURNS. ALL RETURNS WILL BE CREDITED TO THE ACCOUNT OF THE DONEE ORGANIZATION.

**Payment Terms and Conditions:**

- (1) NET 30 DAYS TO ALL DONEES. Payment must be by check issued by the eligible donee organization. No personal checks, cashier's checks, money orders or cash transactions are permitted.



My signature below represents that I have read and understand all of the information contained in this application (including the fine print).  
My signature below represents that I have accurately completed this form to the best of my ability and that my agency, organization, business and representatives will abide by the aforementioned agreements, certifications, assurances and statements.

**This application must be signed by a member of the organizations governing body or chief administrative officer. NO EXCEPTIONS!**

Printed Name of Signee

Date (DD/MM/YYYY)

Signature

Title of Signee

(Internal SASP Use Only)

Print Name and Title of SASP Reviewing/Processing Official (Optional)

Date (DD/MM/YYYY)

Signature

Print Name and Title of SASP Head Approving Official

Date (DD/MM/YYYY)

Signature

Approved:

License/Accreditation/Approval Date:

Eligibility Expiration Date:

Donee Account #

☐ YES ☐ NO

**Program Narrative (Continued):** Applicants must provide a written description of program(s), at a minimum and as applicable, details such as population served, number of individuals served, hours of operation, number of full-time/part-time staff, staff qualifications, description of facilities, square footage, financial information-- basic budget information, funding sources, etc. Applicants may substitute a program brochure or website reference provided it lists similar details.

**Authorized Representative Listing (Continued):** Applicants must provide a list of persons authorized to sign for the release of property on its behalf. Individuals listed on prior applications will be deleted. A valid driver's license or state issued photo identification may be required prior to entering state or federal facilities. Those who sign below represent that they have read and understand all information contained in this application (including the fine print) and they will abide by the aforementioned agreements, certifications, assurances and statements. Museum applicants acknowledge they understand and will abide by the Museum Access Agreement, the Certification & Agreement Statement and the Nondiscrimination Assurance Statement as well.

<b>Printed Name</b>	<b>Title</b>	<b>Phone Number (Include Area Code)</b>
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**Property "Want" or "Needs" List (Continued):** Applicants must provide a listing of the specific property items desired or the general categories of items desired:





# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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**TO:** Mayor and City Council

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

**DATE:** November 26, 2024

**RE:** Visitor Center – Cleaning Proposal

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The cleaning contract for City Hall and the Visitor Center has changed several times over the years and staff is proposing another change at this time. A few years ago, City Hall was cleaned twice per week by the same contractor that cleaned the Visitor Center every day. The current cleaning contract only calls for cleaning City Hall once per week and the Visitor Center everyday.

Another cleaning change to note is that approximately two years ago the city started having the cleaning contractor lock the Visitor Center bathrooms at night and unlock them in the morning because vandalism was taking place in the bathrooms overnight. This task causes the cleaner to come back each night, which wasn't originally required at the beginning of the contract. The current cleaning contract provides \$1,200 monthly to clean the Visitor Center and \$400 monthly to clean City Hall.

Staff believes that City Hall needs cleaned twice per week and would like to complete that work with a city employee that is willing to work more hours to clean City Hall. Staff is proposing to have Melissa Mellon, our current cleaner, only clean the Visitor Center at a higher of \$1,600 since there is additional time required for her work there. I recommend that the City Council approve the attached contract and task list for the Visitor Center with Melissa Mellon for \$1,600 per month.

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

Mike

## **INDEPENDENT CONTRACTOR AGREEMENT**

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Melissa Mellon herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to perform janitorial services at the Bonners Ferry Visitor Center. This work will include the services as listed in the attached Appendix A - Visitor Center Cleaning List.

CONTRACTOR agrees to provide all materials, equipment, and labor to provide cleaning services as outlined in Appendix A. Entity will provide all supplies such as toilet paper, paper towels, soap, and other items typically required for bathroom and Visitor Center facilities.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete cleaning services for the Visitor Center and bathrooms one time per day as described in Appendix A. the cleaning must take place before the Visitor Center and bathrooms are opened each day. The Visitor Center bathrooms are to be opened and closed each day, in general, open during the following seasonal times:

- From April 15th to August 31st: Open at 8:00 am, close at 9:00 pm.
- From September 1st to April 14th: Open at 8:00 am, close 6:00 pm.

Parties agree that the Visitor Center will be cleaned once per week on Saturday or Sunday. This contract shall be for the period of one year and shall renew automatically unless terminated by either party. Termination of the contract at any time shall require 30 days written notice by the CONTRACTOR to the ENTITY. ENTITY may terminate the contract with written notice provided to the CONTRACTOR at any time.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR \$1,600 per month as compensation. Payment shall be made by the 10th of each month following the month in which services are rendered.:

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 26 day of November, 20 24.

ENTITY:

CITY OF BONNERS FERRY  
(Governmental Entity)

CONTRACTOR:

By Melissa Mellon  
(Name)

By \_\_\_\_\_ Its \_\_\_\_\_  
Rick Alonzo, Mayor (Title or Office)

ATTEST:

Deby Garcia, Clerk

WITNESS:

Lara Jyell  
(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:** November 26, 2024

**RE:** Fire Contract with KTOI

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In late July 2024, the City emailed a draft contract to staff at the Kootenai Tribe of Idaho (KTOI) that had an escalator of 3% over the previous contract. Recently, City staff was informed that KTOI did not accept the increase and wants to keep the contract the same.

I have attached the contract that was provided to KTOI, that includes the 3% increase requested. City staff is bringing this to the Council and Mayor to request direction in how you would like to move forward with respect to a new contract for fire service to the KTOI.

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

Mike



## **CONTRACT FOR FIRE PROTECTION SERVICES**

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

### **PARTIES**

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

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

#### **A.**

#### **SCOPE OF SERVICES**

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

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

**B.**

**FIRE HYDRANTS**

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

The TRIBE shall pay additionally for all maintenance and replacement costs

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

**C.**

**PROGRESS AND FINAL REPORTS**

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

**GENERAL TERMS AND CONDITIONS**

**A.**

**SUPPLIES, EQUIPMENT & FACILITIES**

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

**B.**

**CONTRACT TERM**

The period of this Contract shall be the period beginning October 1, 2024 and ending September 30, 2025 subject to termination at any time upon thirty (30) days written notice by either party. This Contract may be modified in writing by mutual consent of both parties.



**C.**

**CONTRACT AMOUNT**

CITY shall receive compensation for services provided under this Contract in the amount of twenty-two thousand eight hundred fifteen United States dollars (\$22,815/year, \$1,901.25/month), which amount shall be prorated from the date of signature of both parties.

**D.**

**DISPUTES**

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

**E.**

**INDEMNIFICATION**

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

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

**F.**

**PAYMENT IN LIEU OF TAXES**

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

**G.**

**VOLUME CONSIDERATION**

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

**H.**

**TRIBAL COOPERATION**

The TRIBE will cooperate with the CITY authorities and employees responsible for the performance of the duties herein. The TRIBE will make available to the CITY's officers and employees the necessary records, personnel and access to facilities, which are



owned, possessed, maintained or employed by the TRIBE and failure to provide such will relieve the CITY of its duties under this Agreement.

**I.**

**HOLD OVER CLAUSE**

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024

**KOOTENAI TRIBE OF IDAHO**

**Attest:**

By: \_\_\_\_\_  
Jennifer Porter, Chairwoman

By: \_\_\_\_\_  
Velma Bahe, Secretary

**CITY OF BONNERS FERRY**

**Attest:**

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

By: \_\_\_\_\_  
Deby Garcia, Clerk/Treasurer



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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**TO:** Mayor and City Council

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

**DATE:** November 26, 2024

**RE:** City Hall – Cleaning Proposal

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Staff is proposing to have City Hall cleaned by a current employee, Kathy Walk, who is the police department secretary, working twenty hours per week. Kathy has asked for more hours and staff is proposing to pay Kathy \$20/hr to clean City Hall approximately 6-8 hours per week. Wage plus overhead costs for this proposal would be approximately \$150 to \$200 per week, or \$600 to \$800 per month.

The current cost of cleaning City Hall is \$400 per month (1 time per week), however staff believes that the facility requires cleaning twice per week. Based on the current need I recommend that the City Council have Kathy Walk clean City Hall at \$20/hour.

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

Mike





# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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**TO:** Mayor and City Council

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

**DATE:** November 26, 2024

**RE:** Engineering – Andy Bliss Proposal

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Andy Bliss was hired earlier this year to assist with engineering duties for the city. Andy recently requested to reduce his hours from forty to thirty-two per week, to accommodate other responsibilities outside of the city.

Administrative staff has investigated how to accommodate this request and has found that the simplest way is to keep Andy's designation as a salaried employee at a reduced rate. This would include reducing the salary, the paid time off (PTO), and the one-year employment increase by 20%.

If the Council opts for the salary reduction option, staff recommends making a formal motion to reduce the following for Andy:

- Expected hours to be 32 per week.
- Salary reduction from \$80,000 to \$64,000 per year.
- Accumulation of PTO from 6.77 hours to 5.42 hours per pay period.
- One-year pay bump from \$5,000 to \$4,000.

While his time would be reduced with this proposal, I am thankful for Andy's engineering help and support this accommodation.

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

Mike



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMINISTRATOR

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TO: Mayor and City Council

FROM: Mike Klaus, City Engineer/Administrator

DATE: November 26, 2024

**RE: Electric – Moyie Dam – Controls Change Order #6 for Ongoing Support**

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The City has completed significant work with Schweitzer Engineering Laboratories (SEL) with respect to the controls at the Moyie Hydro facility. Before our switchover to SEL, we used a staff programmer to assist with control system troubleshooting and programming services. Now the hours for the staff programmer are very limited because we typically use SEL for troubleshooting at the Hydro. City staff at the Moyie Hydro need ongoing, but intermittent, control system support each year. It is difficult to know from year to year how much will be needed for any given year for this type of support.

I have requested a proposal from SEL for this work. Attached is a change order extension of the base contract that we have with SEL for \$20,000 that would provide money, as needed, for programming and troubleshooting assistance for FY2025.

Staff requests that the Council approve the proposed Change Order #6 by Schweitzer Engineering Laboratories for \$20,000 for assistance with troubleshooting and programming at the Moyie Hydro for FY2025.

Thank you,

Mike



## Project Change Order

<b>Customer</b>	City of Bonners Ferry	<b>Contract/PO Number</b>	028174.100.00
<b>Customer Contact Name</b>	Mike Klaus	<b>Change Order Number</b>	6 (REV1)
<b>SEL ES Project Name</b>	Bonners Ferry - Control System Upgrade	<b>Change Order Date</b>	11/26/2024
<b>SEL ES Project Number</b>	028174.100.00	<b>Date Response Required</b>	12/11/2024
<b>SEL ES Project Manager</b>	Sahana Shenoy	<b>SEL ES Contact Name</b>	David Almendarez

Description
<b><u>Scope of Work</u></b> <b>Technical Services performed by SEL ES Engineer</b> <b>\$20,000.00</b> SEL ES will provide technical services and testing support to the City of Bonners Ferry. This time and expense (T&E) quotation includes the following items: <ul style="list-style-type: none"><li>Refining SEL ES device settings.<ul style="list-style-type: none"><li>Implementation of Customer feedback/enhancements which was not part of the base scope.</li></ul></li><li>Refining HMI screens.<ul style="list-style-type: none"><li>Implementation of Customer feedback/enhancements which was not part of the base scope.</li></ul></li><li>SEL ES will perform onsite work based on the T&amp;E Rate Tables (USD) below.</li><li>Project management/administration costs.</li></ul>

Clarifications and Exceptions
<ul style="list-style-type: none"><li>This estimate does not include any hardware or SEL ES field services.</li><li>Deliverables include one (1) year of engineering support at a T&amp;E basis.</li><li>T&amp;E invoicing will be issued monthly.</li><li>The T&amp;E support value of \$20,000.00 will be added to the current 2024 T&amp;E budget. Any additional T&amp;E support expenses for 2025 will be addressed through change orders once the labor value reaches 75 percent of the quoted amount.</li></ul>

Cost Impact	
\$455,519.00	Original Contract/PO
(\$20,186.85)	Amount from approved CO#1
\$25,003.00	Amount from approved CO#2

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\$15,000.00	Amount from approved CO#3
\$21,965.00	Amount from approved CO#4
\$17,700.00	Amount from approved CO#5
\$20,000.00	Amount from this proposed CO#6
<b>US \$535,000.15</b>	<b>TOTAL</b>
For projects in the U.S., 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.	

<b>Payment Milestone Schedule</b>
Time and expense projects are invoiced monthly reflecting the work completed during that period.

<b>Schedule Impact</b>
N/A

Validity	This quotation is valid for 60 days. SEL ES reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.		
Authorization			
Customer/vendor agrees to revise the Contract/PO to reflect the changes described in this Change Order.			
Signature		Date	
Name		Title	

## T&amp;E Rate Tables (USD)

Role	Weekday (per hour)	Weekday Overtime (per hour)	Saturday (per hour)	Sunday/ Holiday (per hour)	Travel (per hour)	Travel Expenses
Consultant Principal Engineer	\$330	\$495	\$495	\$660	\$330	Cost + 10%
Senior Engineer Senior Specialist	\$255	\$382.50	\$382.50	\$510	\$255	Cost + 10%
Project Engineer III Specialist V	\$215	\$322.50	\$322.50	\$430	\$215	Cost + 10%
Project Engineer II Specialist IV Project Controller III Senior Relay Commissioning Technician	\$185	\$277.50	\$277.50	\$370	\$185	Cost + 10%
Project Engineer I Specialist III Relay Commissioning Technician III Project Controller II Senior Designer	\$165	\$247.50	\$247.50	\$330	\$165	Cost + 10%
Associate Project Engineer Designer III Specialist II Project Controller I Relay Commissioning Technician II Installation Technician III	\$135	\$202.50	\$202.50	\$270	\$135	Cost + 10%
Designer II Specialist I	\$130	\$195	\$195	\$260	\$130	Cost + 10%
Designer I Account Administrator III Installation Technician II Relay Commissioning Technician I	\$115	\$172.50	\$172.50	\$230	\$115	Cost + 10%
Drafter Account Administrator II Installation Technician I Engineering Intern	\$95	\$142.50	\$142.50	\$190	\$95	Cost + 10%
Account Administrator I Administrative	\$85	\$127.50	\$127.50	\$170	\$85	Cost + 10%

For projects in the U.S., 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.

The following details apply to the T&E Rate Tables:

- The Customer is to reimburse SEL ES for travel expenses at cost plus 10% for expenses such as airline tickets, meals, lodging, rental car, parking, and fuel (where applicable). Airline tickets are at the coach rate to the commercial airport nearest the work site; business rates apply for international travel.
- The T&E rate is the charge per person, per hour. Typical working hours are 8 a.m. to 6 p.m., Monday through Friday. Lunch shall be up to 60 minutes with two 15-minute breaks each day. Onsite

work outside of typical working hours shall be agreed upon between the Customer and SEL ES in advance and be subject to additional charges.

- Overtime is defined as time in excess of 8 hours per day or any hours worked Saturday, Sunday, or on a holiday. Overtime will be billed at the rates shown in the T&E Rate Tables (above).
- Time spent by SEL ES personnel on site while waiting standby, training, or traveling to and from the site will be considered billable time.
- Onsite T&E invoices will include billable project administration and project management time not performed on site.
- The hourly rates quoted include the use of personal computers loaded with Microsoft Office, Lotus Notes, MATLAB, Mathcad, AutoCAD, MicroStation, and SEL software used in the preparation, documentation, and processing of settings for SEL products.
- SEL ES does not bill for long-distance telephone, fax, low-volume copying, and document shipping charges.
- Hourly rates are valid for work performed within one year of the proposal date.
- Holidays observed for U.S. Offices include: New Year's Day (observed), Civil Rights Day, Memorial Day, Independence Day (observed), Juneteenth, Labor Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day (observed).