

## Welcome to tonight's City Council meeting!

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

### Vision Statement

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life. We are an inclusive city that welcomes all people, regardless of race, religion, color, national origin, sex, age, disability, sexual orientation, or gender identity and encourages their participation in city government and city programs.

**AGENDA**  
**CITY COUNCIL MEETING**  
**Bonners Ferry City Hall**  
**7232 Main Street**  
**267-3105**  
**December 17, 2019**  
**6:00 pm**

### PLEDGE OF ALLEGIANCE

### PUBLIC COMMENTS

Each speaker will be allowed a maximum of five minutes, unless repeat testimony is requested by the Mayor/Council

### REPORTS

Police/Fire/City Administrator/City Engineer/Economic Development Coordinator/Urban Renewal District/SPOT

### CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the December 3, 2019 Council meeting minutes
4. Treasurer's Report

### OLD BUSINESS

### NEW BUSINESS

5. City – Consider File #AM11-19 from Lon and Denise Woodbury and Resolution 2019-12-10 for Future Land Use (Comp Plan) Map Amendment (attachment) {action item}
6. City – Consider File #ZC01-19 from Lon and Denise Woodbury for a Zone Change (attachment) {action item}
7. City – Consider Approval of Ordinance #588 and the Publication Summary for Woodbury Zone Change and have the First Reading of Ordinance #588 by Title Only (attachment) {action item}
8. City – Suspend the Reading Rules and Adopt Woodbury Zone Change Ordinance #588 {action item}
9. Water – Consider Request to Solicit Quotes for New Underdrain System for the Water Treatment Plant (attachment) {action item}
10. Water – Consider Request for Additional Water Right for the Dakota Street Well Site (attachment) {action item}
11. Sewer – Consider Purchasing Generators for Lift Station #6 and #2 (attachment) {action item}
12. Sewer – Consider Purchasing a New Pump for Lift Station #5 (attachment) {action item}
13. Electric – Consider Bond Election Time Frame (attachment) {action item}
14. Electric – Consider Contact with Idaho Forest Group for Electric Rates for Fiscal Year 2019-2020 (attachment) {action item}
15. City – Consider Final Expenses for High 5 (attachment) {action item}
16. City – Consider Authorizing the Mayor to Sign Yearly Contracts with Local Contractors (attachment) {action item}
17. City – Consider 2020 Beverage Licenses Pending Payment and Receipt of Proper Documentation (attachment) {action item}
18. Executive Session pursuant to Idaho Code 74-206, Subsection 1(b) to consider evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student
19. City – Consider Expanding Scope of Service with Whitebridge Consulting Inc. (attachment) {action item}

### ADJOURNMENT

**MINUTES  
CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
December 3, 2019  
6:00 pm**

Mayor David Sims called the Council meeting of December 3, 2019 to order at 6:00 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur and Ron Smith. Also present were: City Attorney Andrakay Pluid, City Clerk/Treasurer Christine McNair, City Administrator Lisa Ailport City Engineer Mike Klaus and Economic Development Coordinator Dennis Weed. Members of the public present were: Marty Martinez, Summer MacDonald, Jerry Higgs, Craig Kelson, Mat Surprenant, Valerie Surprenant and Dick Staples.

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

Craig Kelson said December is Diversity of Faith month. There will be a display at each school's library. Craig thanked Council for making the changes to the vision statement and the sign welcoming people to Bonners.

Summer MacDonald with the Idaho Department of Labor, expressed her thanks for allowing them to use the Visitors Center. The customers are able to find them. Mayor Sims said thank you to Summer for donating all of the items to the City that were able to be donated.

**REPORTS**

City Administrator Lisa Ailport said the City is now on fiber internet supplied by EL Automation. Still working on a punch list with Idaho Transportation Department's contractor regarding the Highway 95 project. Mayor Sims asked about the signs that are blocking the crosswalk signs. Lisa said they moved some, the rest will be moved/lowered next year. Rick asked about the through traffic signs. Lisa said she is not sure about those.

City Engineer Mike Klaus said the penstock repair project was completed. Charlie Kramer and his crew as well as the divers did a great job on the project. The lower outlet valve was able to be opened for the first time in about 35 years. When there is 3 feet of spill we are allowed to open the valve and allow some of the silt to flow downstream. There is now a functional way to maintain the silt like it should be. Mayor Sims thanked Mike for making this project successful with all of the hurdles along the way. Mike met with JUB and DEQ today. A seepage test will need to be done in 2020. Mayor Sims said our lagoon ponds are not designed to be taken offline and Brett from JUB devised a plan to perform an accurate seepage test. Mike has one more report for DEQ regarding the lead that must be completed by May 2020. There are testing requirement for Trihalomethanes in our distribution system. The Trihalomethanes are produced by organic material, like leaves. Mike and the Water department will be working to ensure compliance with the testing.

Economic Development Coordinator Dennis Weed said had the last EDC meeting. Will set meetings and speakers for next year.

Ron said the SPOT bus run for Schweitzer will start Saturday, December 7, 2019. The bus will leave the Visitors Center at 8:30 am and return at 3:30 pm, there will only be one run per day.

**CONSENT AGENDA – {action item}**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the November 19, 2019 Council meeting minutes, November 26, 2019 Special Council meeting minutes

Adam Arthur moved to approve the consent agenda. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Rick Alonzo – yes, Ron Smith – yes

## OLD BUSINESS

### NEW BUSINESS

4. Water – Consider Water Repayment Acceleration to the Electric Department (attachment) {action item}

Mayor Sims said when the water tank on the Northside was built, in addition to the block grant, the water fund borrowed money from the electric fund. The balance on the loan is approximately \$752,000 with seven payment remaining. Mayor Sims is proposing to accelerate the payments to pay it off in four years instead of seven years. Rick said by accelerating the payments the City will save almost \$43,000 in interest. Rick Alonzo moved to accelerate the payments from the water fund to the electric fund in the amount of \$202,504.00 per year for four years. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Rick Alonzo – yes, Ron Smith – yes

5. Sewer – Consider Additional Payment to KG & T Septic for Sewer Main Work near Camas Street (attachment) {action item}

Mike said there was a \$271.00 overrun on the project that was for parts. Ron Smith moved to authorize the payment of \$271.00 to KG & T Septic. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Rick Alonzo – yes, Ron Smith – yes

6. Electric – Consider Pay Request from C.E. Kramer for the Hydro Project (attachment) {action item}

Mike said the project was completed November 23, 2019. The pay request is for \$208,000. Adam Arthur moved to approve the payment of \$208,000.00 to C.E. Kramer for the hydro project. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Rick Alonzo – yes, Ron Smith – yes

7. Electric – Consider Soliciting Bids for Electric Vehicle Charging Stations (attachment) {action item}

Lisa said the City has been selected to move forward to the Volkswagen Trust for the electric vehicle charging station. The City should receive a response in February 2020. Staff is requesting to solicit bids now, in case the City is awarded the funds, the project can be completed by October 2020. Ron asked if we are receiving grants to install the charging stations and what is the cost to the City for the upkeep on the charging stations. Lisa said the total cost of the project is about \$84,000. The cost to the City is approximately \$10,000. Ron asked if there is income from the unit. Lisa said the users will pay at least \$ .12 per kWh. Mayor Sims said the money derived from the unit will pay for the upkeep. Lisa has asked for the five year warranty for the technical components. Ron asked is people will pay with a credit card. Lisa said people will use an app on their phone to pay for the service. Rick Alonzo moved to solicit bids for the electric vehicle charging stations at the Visitors Center. Adam Arthur seconded the motion. The motion passed with all in favor

8. Electric – Consider Bonneville Power Administration 2019-2021 Energy Efficiency Incentive Program (attachment) {action item}

Lisa said the City receives about \$130,000 for a two year period to use for the Energy Efficiency programs. In the past the City has funded windows, commercial lighting, residential lighting kits and showerheads. Lisa is proposing to focus on the industrial customers since that is an area that will benefit from this program. Mayor Sims said staff needs to consider the hospital for the program and not make the program a first come first serve basis where one customer uses all the funds available. Rick Alonzo moved to have Lisa continue looking at the industrial customer base to involve as many customers as possible. Ron Smith seconded the motion. The motion passed with all in favor.

9. Golf – Consider Additional Payment to Elite Roofing for the Clubhouse Roof (attachment) {action item}

Lisa said the overage was due to the unexpected electrical issues with the golf course clubhouse roof. The overage cost is \$823.00. Ron Smith moved authorize payment to Elite Roofing for \$823.00 to cover the additional costs of the roofing material. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Rick Alonzo – yes, Ron Smith – yes

10. Pool – Consider Daily Rates for 2020 Season (attachment) {action item}

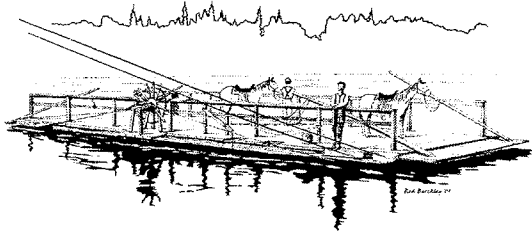
Mayor Sims said at the end of the year it was discovered that a guard is paid to take money. Mayor Sims asked Lisa to compare the cost of charging for the pool and not charging. The City is spending approximately \$3,000 to collect \$4,800 in daily fees. Adam asked if the \$4,000 is daily and season passes. Lisa said it is. Adam asked if the break time is off the stand or away from everything. Lisa said it is away from everything so they can rest. Mayor Sims said this will eliminate the charge for swimming except for swimming lessons. Ron asked what the difference will be by not charging for swimming. Mayor Sims said the City will lose approximately \$1,700.00 per year. Rick Alonzo moved to charge for swimming lessons only and making swimming free. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Rick Alonzo – yes, Ron Smith – yes

11. Planning and Zoning – Consider Reappointing Planning and Zoning Commissioners Sue Larson and Chris Rawlings for four year terms {action item}

Mayor Sims asked Dick Staples if he wants to postpone this item to another Council meeting. Dick Staples said he does not. Lisa said it is critical for continuity to have Sue Larson and Chris Rawlings on the Planning and Zoning Commission. Adam Arthur moved to reappoint Sue Larson and Chris Rawlings for four year terms to the Planning and Zoning Commission. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Rick Alonzo – yes, Ron Smith – yes

**ADJOURNMENT**

The meeting adjourned 6:41 pm



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

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### STAFF REPORT FOR FUTURE LAND USE (COMP PLAN) MAP AMENDMENT CITY COUNCIL – CONSIDERATION OF RECOMMENDATION WOODBURY, FILE #AM11-19

**Prepared by:** Clare Marley, AICP  
City Contract Planner, Ruen-Yeager & Associates, Inc.

**Project Description:** Request to amend Bonners Ferry's Future Land Use Map from Industrial to Commercial so that a zoning map amendment can be considered. Adjacent right-of-way to north to be included in consideration.

**Location:** 7119 2<sup>nd</sup> Street, Bonners Ferry, corner of Railroad and Second streets in downtown area

**Legal Description:** Lots 1 and 2, Block 4, Riverside Addition to Bonners Ferry, Book of Plats 1, Page 22, Section 27, Township 62 North, Range 1 East, B.M.

**Parcel Size:** 0.11 of an acre

**Applicants:** Lon E. and Denise M. Woodbury

**Applicant Representative:** Kirsten Madden, Century 21 Four Seasons Realty

**Application Filed:** October 9, 2019

**Publication Date:** October 31, 2019

**Political Subdivisions Notification:** October 31, 2019

**Hearing Date:** Planning and Zoning: November 21, 2019

**Recommendation:** Unanimous recommendation of approval by Planning and Zoning Commission following November 21<sup>st</sup> hearing

**Council Deliberation:** City Council may act on the recommendation without a public hearing, following deliberations at a regular meeting. City Council deliberation are scheduled for December 17, 2019

**Council Packet:** Application, site plan, draft resolution adopting map amendment

**I. APPLICABLE STATE AND CITY CODES/PROCEDURES**

**Idaho Code §67-6509**, Recommendation and Adoption, Amendment, and Repeal of the Plan. Providing for at least one properly noticed public hearing, adoption of a resolution to amend the plan. The code provides that any person may petition the governing body for a plan amendment at any time, unless the governing body has established a minimum interval between amendments, which interval shall not exceed six months. Bonners Ferry does not have a minimum interval between comp plan amendments. State law requires at least one hearing be conducted prior to the final decision by the governing board. The Planning and Zoning Commission conducted one public hearing, in accord with the Local Land Use Planning Act.

**Title 11, Chapter 6, Bonners Ferry City Code**, Amendment of the Act. Allows for any person or party to file an application for amendment and sets forth the required procedures and standards. Section 11-6-5A allows the City Council to either conduct a second hearing or act on the recommendation of the Planning and Zoning Commission without conducting a second hearing.

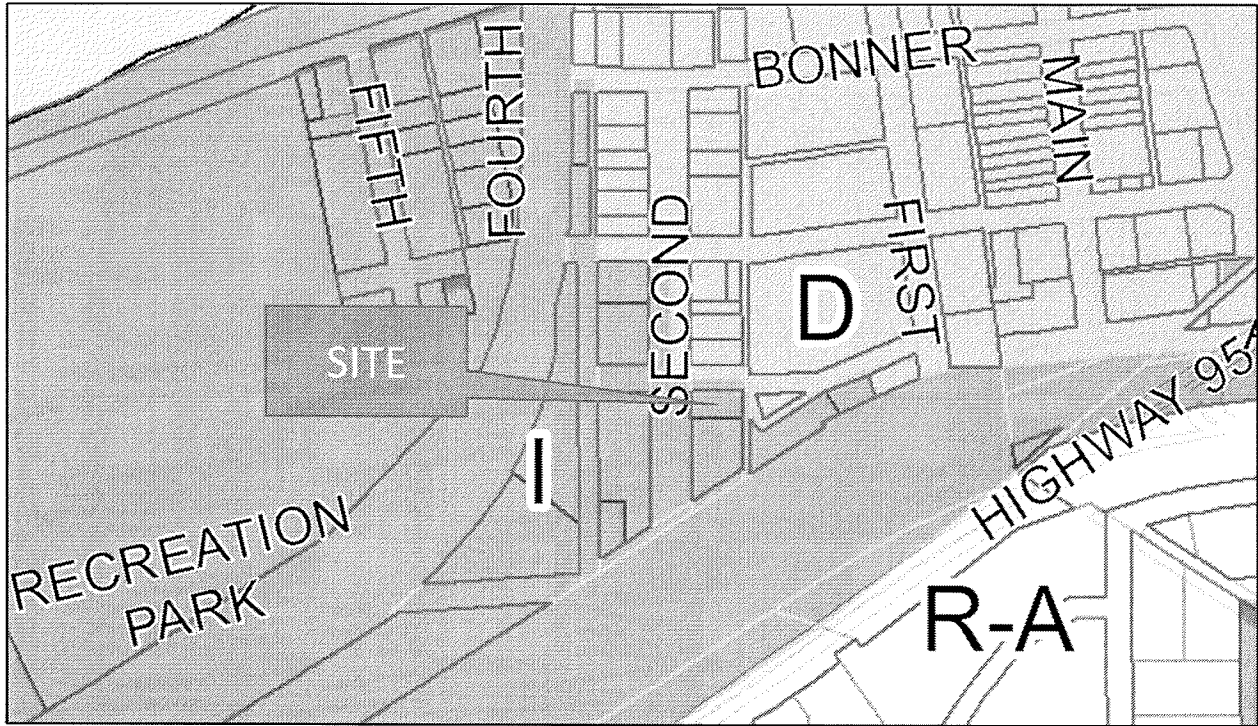
**II. PROPERTY INFORMATION:**

1. Site acreage: About 0.11 of an acre
2. Access: Direct access to public rights-of-way of Second and Railroad streets.
3. Services: City water, sewer, and electric.
4. Surrounding uses and zones:

<b>Compass</b>	<b>Comp Plan Designation</b>	<b>Current Zoning</b>	<b>Uses/Densities</b>
Site	Industrial	Industrial	Vacant office; formerly used as single-family dwelling prior to conversion to office
North	Industrial, Commercial	Downtown, Industrial	Railroad Street right-of-way, General Feed and Grain shop building, General Feed and Grain parking and operations, Boundary County Courthouse complex. Residential uses.
South	Industrial	Industrial	Feed store, granary, BNSF railroad tracks
East	Commercial	Downtown	Public parking, Boundary County Courthouse complex
West	Industrial	Industrial	General Feed and Grain store and granary, Second Street right-of-way

**III. PROJECT OVERVIEW/SUMMARY**

The application to amend the Bonners Ferry Future Land Use Map from Industrial to Commercial for the subject site is paired with a request for a zone change from Industrial to Downtown (File #ZC01-19). Separate motions are required for each file.



*Adopted Bonners Ferry Future Land Use Map - 2019*

The property at 7119 2<sup>nd</sup> Street is bordered on the north and east by the Downtown zoning district and the Commercial comp plan designations, and by Industrial zoning and comp plan designations on the west and south. The two lots are at a pivot point between the industrial railroad and granary uses south and west of it, and the public/government uses and residential structures to the north and east. A vacant office building is located on the site. The structure had served as a single-family dwelling until about 1996. The landowners desire to have an option to return the structure to a residential use. However, the Industrial zone does not permit any form of residential dwelling.

Before a rezone can be approved, Idaho Code §67-6511 requires that governing bodies confirm the proposed zone change is in accord with the adopted comprehensive plan. If the request is in conflict with the plan, the Council may require the comprehensive plan be amended first, prior to consideration of the zone change. The proposal to rezone the property to Downtown is on its face in conflict with the comp plan because this site is designated Industrial on the comp plan map. The Industrial designation supports manufacturing, warehousing, and wholesale business establishments, as well as public uses, parks, fire and police stations. It does not support residential uses. The Commercial designation includes single- and multi-family housing, commercial uses, public utility structures, parks, fire and police stations and other public facilities. Therefore, the amendment of the comp plan map to "Commercial" must be considered before the zone change. These files were heard concurrently at the Planning and Zoning Commission level to allow for efficient processing of the requests. The combining of permits or applications is authorized by Idaho Code §67-6522.

**IV. AGENCY COMMENTS**


City staff sent a request for public agency comment on October 22<sup>nd</sup> to city streets, fire, police, administrator, and utilities and to the Boundary County GIS department and Assessor. Assessor Dave Ryals advised he had no comments or concerns. The City Administrator advised that the proposed comp plan map amendment and zone change did not require a review by the city traffic committee. No other agency comments were received.


**V. PUBLIC COMMENTS**

No public comments had been submitted to the record at the time of this staff report. At the Planning and Zoning Commission hearing, one member of the public spoke in support of the map amendment.

**VI. ANALYSIS**

The adopted goals and policies set forth in the comprehensive plan shall be considered when considering an amendment to the comprehensive plan. Consideration should also be given to how circumstances or development may have changed the character of an area over time. Below is a summary of each section, and portions that may relate to the proposed map amendment:

 **Industrial Map Designation:** The Industrial designation is intended to support industrial, manufacturing, warehousing and wholesale business establishments. The Industrial designation also allows for certain public uses such as parks, fire and police facilities and schools.

 **Commercial Map Designation:** The Commercial designation is intended to support zoning districts that allow commercial uses. The Commercial designation also allows for single-family and multi-family dwellings, public utility structures, and certain public uses such as parks, fire and police facilities and schools.

**Section 1** of the adopted comprehensive plan addresses the need to adopt regulations that are consistent with community goals and objectives. Planning principles encompass various goals regarding housing, transportation, etc., and include creating opportunities for open space, parks, and greens.

**Section 2** covers property rights, and policies to recognize private property ownership as a basic right and to administer ordinances to allow reasonable use of private lands consistent with public health, safety, and general welfare.

**Section 3** deals with population and growth.

**Section 4** reviews the school facility and transportation needs.

**Section 5** on economic growth recognizes the community’s source of income relies on natural resources and retail trade. Policies consider the promotion of tourism, clean industry, and expansion and growth of existing businesses.

**Section 6** of the comprehensive plan established three land use types: Residential, Commercial, and Industrial. Buffers between incompatible uses are encouraged to be developed. Land use decisions must consider the availability of services and should consider the preservation and enhancement of natural resources. Protection and enhancement of general public safety, health, and welfare are factors in guiding land use decisions.

**Section 7** addresses natural resources and encourages the protection of natural beauty and environment of the area and the need for buffers and mitigation to protect



from noise, odor, or pollution.

**Section 7.1** acknowledges agriculture is a major industry in Boundary County.

**Section 8** includes potential rail, river, and hillside hazards and emergency services.

**Section 9** reviews available water, sewer, power, fire, solid waste and health services.

**Section 10** is relative to transportation, needs, and policies.

**Section 11** covers small and larger scale recreational needs, and includes concepts to create small, pocket parks, green space, and encouraging a "community wide park environment," while promoting a "sense of community ownership."

**Section 12**, Special Areas or Sites acknowledges the wildlife refuge, Selkirk Loop and natural lands.

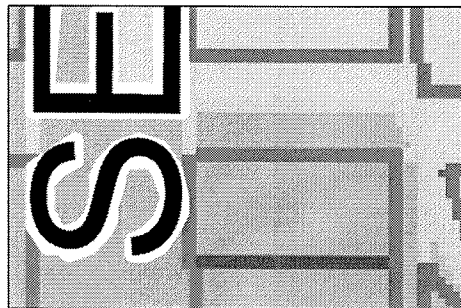
**Section 13**, regarding Housing, covers clean, safe housing, access, and services. Residential uses are to be buffered from non-residential uses. Zoning should be updated to provide responsible, well-planned development.

**Section 14**, Community Design, refers to the Hudson strategic plan.

**Section 15** is an implementation section on ordinance updates and urges the community to review and update its standards and policies on an ongoing basis, based on changing conditions and new issues.

Historically, these subject small subdivision lots comprising 0.11 of an acre have never been used for industrial purposes, according to the application and owner information. The historic and intended uses of the site do not fit the Industrial designation, according to the applicants. Although the current owners would like to return the site to residential uses, a Residential designation for the site is also not likely supported by the comprehensive plan. The Plan calls for residential uses to be buffered from non-residential uses. Uses in the immediate area are industrial, public, and commercial in nature. The proposed Commercial designation fits both the historic and intended uses of the property and leaves a buffer between the varying uses. The proposed Commercial designation would match the map designations to the north and east of the properties. The Commercial designation would still leave options for future landowners for commercial-like uses, as well as residential.

Consideration should be given to include the adjoining right-of-way in the amendment. The street to the north is one-half Industrial and one-half Commercial. If approved, the Commercial designation should include all of the right-of-way for map logic. The westerly right-of-way is entirely Industrial, and logically should remain Industrial.



**MOTIONS BY THE GOVERNING BODY:**

*Motion to Approve:* I move to approve this file AM11-19 to amend the comprehensive plan Future Land Use Map from Industrial to Commercial for Lots 1 and 2, Block 4, Riverside Addition to Bonners Ferry, and the adjoining right-of-way to the north, finding that it is in accord with the general and specifics goals and standards of the City of Bonners Ferry comprehensive plan, as enumerated in the findings and reasoned statements below and based upon testimony received at this hearing.

I further move to adopt the following reasoned statement as written (or as amended). (READ STATEMENTS, SPECIFYING HOW THE PROPOSAL MEETS THE STANDARDS, BASED UPON THE FINDINGS OF RECORD).

I move to adopt Resolution # \_\_\_\_\_ enacting the amendment of the City of Bonners Ferry Comprehensive Plan Future Land Use Map and establishing the "Commercial" map designation for the lands that are the subject of File #AM11-19.

*Motion to Deny:* I move to deny denial of this file AM11-19 to amend the comprehensive plan Future Land Use Map from Industrial to Commercial for Lots 1 and 2, Block 4, Riverside Addition to Bonners Ferry, and adjoining right-of-way to the north, finding that it is **not** in accord with the general and specifics goals and standards of the City of Bonners Ferry comprehensive plan, as enumerated in the findings and reasoned statements below and based upon testimony received at this hearing.

I further move to adopt the following findings and reasoned statement as written (or as amended). (READ STATEMENTS, SPECIFYING HOW THE PROPOSAL FAILS TO MEET THE STANDARDS, BASED UPON THE FINDINGS OF RECORD).

**REASONED STATEMENTS**

- 1. The amendment **IS/IS NOT** supported by the City of Bonners Ferry Comprehensive Plan.

Community Design	Special Areas and Sites
Natural Resource	Recreation
Population	Housing
Economic Development	Land Use
Hazardous Areas	Public Services, Facilities and Utilities
Transportation	Implementation
Property Rights	

**Findings:**

- 1. The site is 0.11 of an acre.
- 2. The lots are designated Industrial on the Future Land Use Map and zoned Industrial.
- 3. The lots are served by city utilities and two public rights-of-way.
- 4. There is an existing structure on the site that had been used for a single-family dwelling until about 1996, when it was converted to an office. The structure is vacant.
- 5. There are industrial/commercial uses to the west and south of the site and a mix of commercial, residential, and public uses to the north and east.

6. The property adjoins land that is designated Commercial on the comprehensive plan map.
7. The Commercial designation offers options for commercial, public, and residential uses.
8. The Industrial designation offers options for warehousing, manufacturing, and public facilities but does not support residential uses.
9. The Planning and Zoning Commission has conducted a duly noticed public hearing in accord with Idaho Code §67-6509 to consider the proposed amendment and recommendation to City Council. The Commission voted unanimously to recommend approval of the map amendment.

**CITY OF BONNERS FERRY RESOLUTION NO. 2019-12-17**

**AMENDMENT TO FUTURE LAND USE MAP**

**FILE #AM11-19, WOODBURY**

**RESOLUTION TO AMEND THE CITY OF BONNERS FERRY COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE AS “COMMERCIAL” CERTAIN LANDS LOCATED WITHIN THE INCORPORATED CITY LIMITS OF BONNERS FERRY, IDAHO.**

**WHEREAS**, Idaho Code §67-6509 provides that any person may petition the planning commission or governing body for a comprehensive plan amendment at any time; and

**WHEREAS**, Lon E. and Denise M. Woodbury have petitioned the City of Bonners Ferry, Idaho to amend the comprehensive plan Future Land Use Map designation for certain lands owned by them from “Industrial” to “Commercial;” and

**WHEREAS**, the subject lots are located at 7119 2<sup>nd</sup> Street in Bonners Ferry and are described in the attached Exhibit A; and

**WHEREAS**, the Bonners Ferry Planning and Zoning Commission held a duly noticed public hearing on November 21, 2019, in accord with the procedures of the Local Land Use Planning Act, Title 67, Chapter 65, Idaho Code, and local code and recommended to the City Council approval of the Future Land Use Map amendment; and

**WHEREAS**, the City Council considered the Commission recommendation at its regular public meeting December 17, 2019 and approved the amendment to the Future Land Use Map, as recommended by the Planning and Zoning Commission.

**NOW THEREFORE**, Be it ordained by the Mayor and the Council of the City of Bonners Ferry, Idaho, as follows:

**1:** That the City of Bonners Ferry hereby approves and adopts the amendment to the City of Bonners Ferry, Idaho Comprehensive Plan Future Land Use Map to designate lands owned by Lon E. and Denise M. Woodbury located at 7119 2<sup>nd</sup> Street and adjoining right-of-way to the north

from “Industrial” to “Commercial,” as described in Exhibit A and illustrated in Exhibit B, the copies of which are attached and hereby made a part of this resolution.

2. Staff is hereby authorized to update the electronic version of the map on the City website, which is not intended to be relied upon as the official version.

This Resolution is hereby **ADOPTED** and made **EFFECTIVE** by the City of Bonners Ferry this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF BONNERS FERRY, IDAHO

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

Attest:

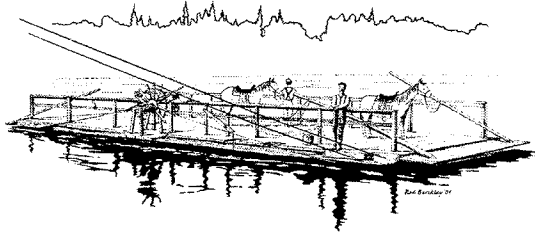
\_\_\_\_\_  
Clerk, City of Bonners Ferry

## **EXHIBIT A**

Lots 1 and 2, Block 4, Riverside Addition to Bonners Ferry, according to the Plat thereof, recorded in Book 1 of Plats, Page 22, Records of Boundary County, Idaho, AND

That portion of the public right-of-way known as Railroad Street extending from the north line of Lot 1, north, to the centerline of said right-of-way.

[insert Exhibit B map amendment]



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

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### STAFF REPORT FOR ZONE CHANGE APPLICATION – WOODBURY CITY COUNCIL – CONSIDERATION OF RECOMMENDATION FILE #ZC01-19

**Prepared by:** Clare Marley, AICP  
City Contract Planner, Ruen-Yeager & Associates, Inc.

**Project Description:** Request for zone change from Industrial to Downtown. Adjacent right-of-way to north to be included in consideration.

**Location:** 7119 2<sup>nd</sup> Street, Bonners Ferry, corner of Railroad and Second streets in downtown area

**Legal Description:** Lots 1 and 2, Block 4, Riverside Addition to Bonners Ferry, Book of Plats 1, Page 22, Section 27, Township 62 North, Range 1 East, B.M.

**Parcel Size:** 0.11 of an acre

**Applicants:** Lon E. and Denise M. Woodbury

**Applicant Representative:** Kirsten Madden, Century 21 Four Seasons Realty

**Application Filed:** October 9, 2019

**Publication Date:** October 31, 2019

**Political Subdivisions Notification:** October 31, 2019

**Hearing Date:** Planning and Zoning: November 21, 2019

**Recommendation:** Unanimous recommendation of approval by Planning and Zoning Commission following November 21, 2019 hearing.

**Council Deliberation:** City Council may act on the recommendation without a public hearing, following deliberations at a regular meeting. City Council deliberations are scheduled for December 17, 2019.

**Council Packet:** Application, site plan, aerial photo, draft ordinance, draft ordinance summary



**I. APPLICABLE STATE AND CITY CODES/PROCEDURES**

**Idaho Code §67-6509**, Recommendation and Adoption, Amendment, and Repeal of the Plan. Provides procedures for zoning and comprehensive plan amendments.

**Idaho Code §67-6511**, Zoning Ordinance. Establishes a process for zoning map amendments and procedures following IC§67-6509. Governing bodies must confirm zone change is in accord with the adopted comprehensive plan and may require the request include an amendment to the plan if found to not be in accord. State law requires at least one hearing be conducted prior to the final decision by the governing board. The Planning and Zoning Commission conducted one public hearing, in accord with the Local Land Use Planning Act.

**Title 11, Chapter 6, Bonners Ferry City Code**, Amendment of the Act. Allows for any person or party to file an application for a zoning amendment and sets forth the required procedures and standards. Section 11-6-5A allows the City Council to either conduct a second hearing or act on the recommendation of the Planning and Zoning Commission without conducting a second hearing.

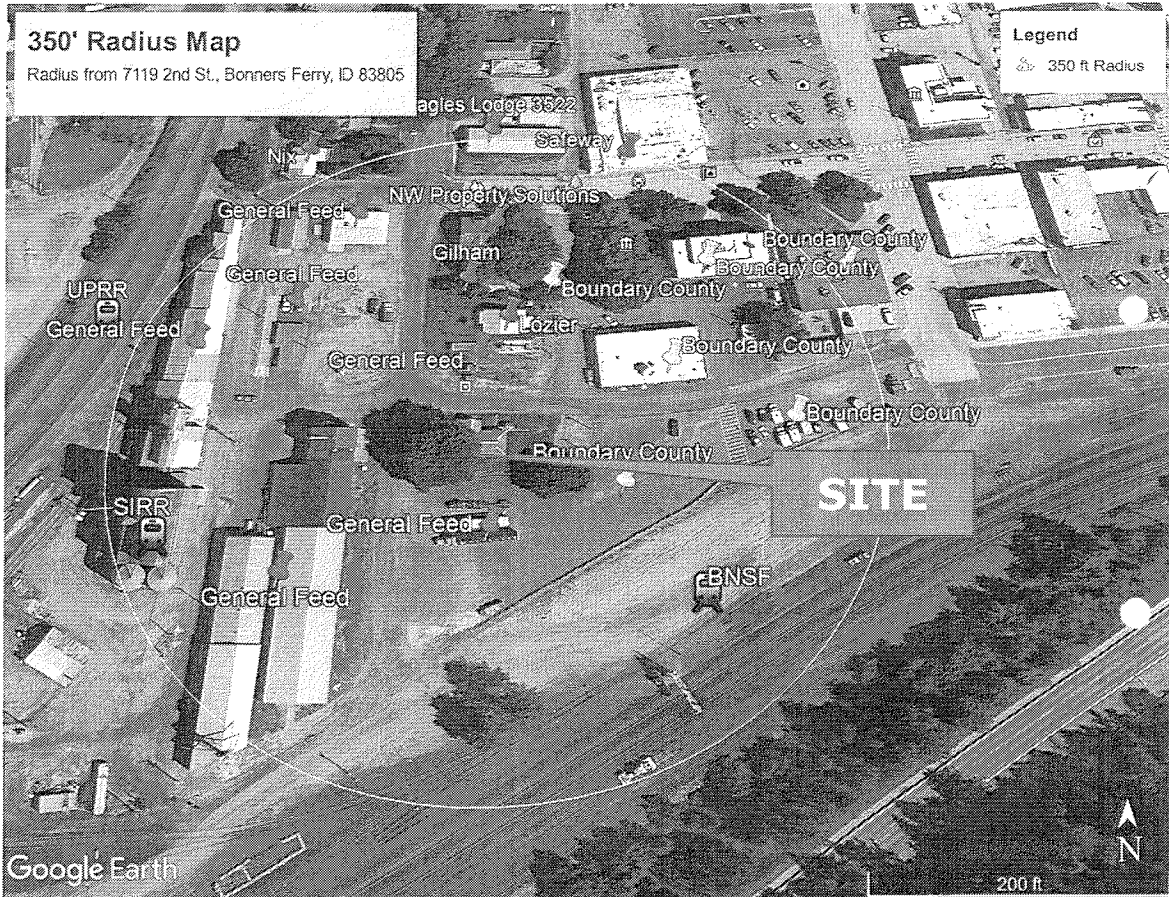
**II. PROPERTY INFORMATION:**

1. Site acreage: About 0.11 of an acre
2. Access: Direct access to public rights-of-way of Second and Railroad streets.
3. Services: City water, sewer, and electric.
4. Surrounding uses and zones:

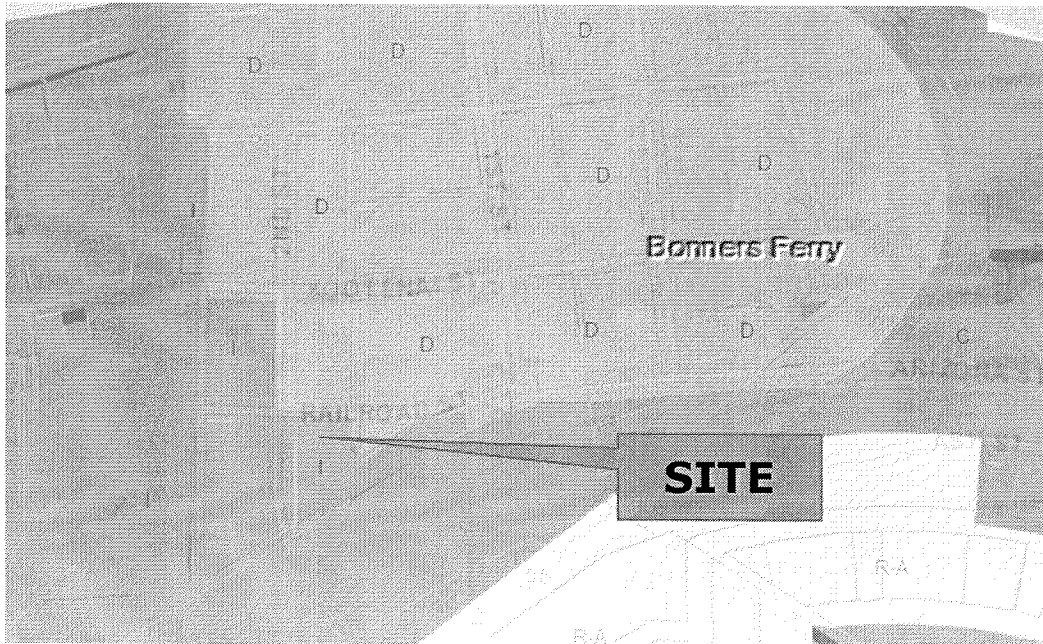
<b>Compass</b>	<b>Comp Plan Designation</b>	<b>Current Zoning</b>	<b>Uses/Densities</b>
Site	Industrial	Industrial	Vacant office; formerly used as single-family dwelling prior to office
North	Industrial, Commercial	Downtown, Industrial	Railroad Street right-of-way, General Feed and Grain shop building, General Feed and Grain parking and operations, Boundary County Courthouse complex. Residential uses.
South	Industrial	Industrial	Feed store, granary, BNSF railroad tracks
East	Commercial	Downtown	Public parking, Boundary County Courthouse complex
West	Industrial	Industrial	General Feed and Grain store and granary, Second Street right-of-way

**III. PROJECT OVERVIEW/SUMMARY**

The request to rezone the two subdivision lots from Industrial to Downtown is being considered together with a request to amend the comprehensive plan Future Land Use Map from Industrial to Commercial (File #AM11-19). Approval of the comprehensive plan map is a prerequisite for the zone change since the governing bodies must find the rezone is in accord with the adopted comprehensive plan. The Industrial comp plan map designation is not in accord with the desired Downtown zoning and potential residential uses.



*Aerial view of vicinity (Application)*




*Current zoning in vicinity Blue "D" is Downtown; Purple "I" is Industrial*


This site has historically been used for a residence and professional office. The property adjoins industrial/commercial uses to the north, west, and south, and a mix of public, residential, and commercial uses farther north and to the east. The application’s aerial photograph provides a view of surrounding uses.

Lots 1 and 2 of Block 4, Riverside Addition are at the edge of the Downtown and Industrial zoning areas. From Railroad Street and south, the uses are commercial, light industrial to heavy industrial uses, including a granary, feed store, milling operation and railroad tracks and yards.

The applicants desire to sell the property and allow the option of returning the existing structure to a residential use. The two-bedroom home was built in 1914. From 1996 to about 2018, the structure was used as a professional office.

The current Industrial zoning does not allow residential uses. Because the home was converted to an office and used for non-residential purposes for more than 20 years, the non-conforming provisions of zoning code would not allow the residential use to be restored without a zone change to a district that allows residential uses. The allowable uses in each of the zones are summarized below, based upon Chapter 2 and Appendix B of Title 11, Bonners Ferry City Code:

 **Industrial:** Encourages industrial, manufacturing, warehousing, major research and testing, and wholesale business establishments or other related uses. Allowable uses include: fuel and services stations; public service facilities; wrecking yard; some retail; manufacturing; research; veterinary hospital; sand/gravel yard; warehousing.

 **Downtown:** Fosters economic strength in commercial areas, while respecting and enhancing existing character and development in downtown core. Allows a mix of land uses, including housing. Encourages distinct storefront design and residential development above ground floor. Allowable uses include: Single-, multi- and duplex housing; home-based businesses; variety of eating and drinking establishments; service and care facilities; hotel/motel; retail; professional and medical offices.

**IV. AGENCY COMMENTS**

City staff sent a request for public agency comment on October 22nd to city streets, fire, police, administrator, and utilities and to the Boundary County GIS department and Assessor. Assessor Dave Ryals advised he had no comments or concerns. The City Administrator advised that the proposed comp plan map amendment and zone change did not require a review by the city traffic committee. No other agency comments were received.

**V. PUBLIC COMMENTS**

No public comments had been submitted to the record at the time of this staff report. At the Planning and Zoning Commission hearing, one member of the public spoke in favor of the proposed rezone. There was no testimony in opposition.

**VI. ANALYSIS**

Adoption or amendment of the official zoning map requires the governing bodies to confirm the map amendment is in accord with the adopted policies set forth in the

comprehensive plan. A summary of each section, and portions that may relate to the proposed zoning map amendment, are noted below:

**Section 1** of the adopted comprehensive plan addresses the need to adopt regulations that are consistent with community goals and objectives. Planning principles encompass various goals regarding housing, transportation, etc., and include creating opportunities for open space, parks, and greens.

**Section 2** covers property rights, and policies to recognize private property ownership as a basic right and to administer ordinances to allow reasonable use of private lands consistent with public health, safety, and general welfare. *The applicants state current zoning has a negative effect on property values due to the limits of the Industrial uses.*

**Section 3** deals with population and growth.

**Section 4** reviews the school facility and transportation needs.

**Section 5** encourages new businesses to locate in Bonners Ferry; zone areas for business development so they can be used for commercial and industrial development, while maintaining adjoining land use interests; economic growth recognizes the community's source of income relies on natural resources and retail trade. Policies consider the promotion of tourism, clean industry, and expansion and growth of existing businesses.

**Section 6** of the comprehensive plan established three land use types: Residential, Commercial, and Industrial. Buffers between incompatible uses are encouraged to be developed. Land use decisions must consider the availability of services and should consider the preservation and enhancement of natural resources. Protection and enhancement of general public safety, health, and welfare are factors in guiding land use decisions. *The application notes no new services are requested.*

**Section 7** addresses natural resources and encourages the protection of natural beauty and environment of the area and the need for buffers and mitigation to protect from noise, odor, or pollution.

**Section 7.1** acknowledges agriculture is a major industry in Boundary County.

**Section 8** includes potential rail, river, and hillside hazards and emergency services. *The site is not within a flood hazard zone or on a hillside.*

**Section 9** reviews available water, sewer, power, fire, solid waste and health services. *No new services are requested.*

**Section 10** is relative to transportation, needs, and policies. *The site is served by two public rights-of-way, Railroad and 2<sup>nd</sup> streets.*

**Section 11** covers small and larger scale recreational needs, and includes concepts to create small, pocket parks, green space, and encouraging a "community wide park environment," while promoting a "sense of community ownership."

**Section 12**, Special Areas or Sites acknowledges the wildlife refuge, Selkirk Loop and natural lands. Specific policies regarding farming and livestock are not included in this section.

**Section 13**, regarding Housing, covers clean, safe housing, access, and services. Residential uses are to be buffered from non-residential uses. Zoning should be updated to provide responsible, well-planned development. *The Downtown zone offers a mix of uses, including housing, which the current Industrial zone prohibits.*

**Section 14**, Community Design, refers to the Hudson strategic plan.

**Section 15** is an implementation section on ordinance updates and urges the community to review and update its standards and policies on an ongoing basis, based on changing conditions and new issues.

Approval of the zone change requires a conclusion that the map amendment is in accord with the comprehensive plan, which in turn relies upon the outcome of the accompanying File AM11-19. As noted in the companion file, the historic and intended

uses of the site do not fit the Industrial zone. Industrial uses of the property may be limited, due to the size of the property (one-tenth of an acre). The Downtown zoning would provide a variety of housing, commercial, and professional office options that may suit the existing structure and property better. The rezone would be in keeping with neighboring properties to the north and east.

As noted with the comprehensive plan report, the adjoining right-of-way to the north should be included in the Downtown zone for mapping consistency.

**MOTIONS BY THE GOVERNING BODY:**

Motion to Approve: I move to approve this file #ZC01-19 to rezone Lots 1 and 2, Block 4, Riverside Addition to Bonners Ferry, and adjoining right-of-way to the north, from Industrial to Downtown, finding that it is in accord with the general and specifics goals and standards of the City of Bonners Ferry comprehensive plan, as enumerated in the findings and reasoned statements below and based upon testimony received at this hearing.

I further move to adopt the following reasoned statement as written (or as amended). (READ STATEMENTS, SPECIFYING HOW THE PROPOSAL MEETS THE STANDARDS, BASED UPON THE FINDINGS OF RECORD).

Motion to Deny: I move to deny this file #ZC01-19 to rezone Lots 1 and 2, Block 4, Riverside Addition to Bonners Ferry, and adjoining right-of-way to the north from Industrial to Downtown, finding that it is **not** in accord with the general and specifics goals and standards of the City of Bonners Ferry comprehensive plan, as enumerated in the findings and reasoned statements below and based upon testimony received at this hearing.

I further move to adopt the following findings and reasoned statement as written (or as amended). (READ STATEMENTS, SPECIFYING HOW THE PROPOSAL FAILS TO MEET THE STANDARDS, BASED UPON THE FINDINGS OF RECORD).

**REASONED STATEMENTS**

1. The amendment **IS/IS NOT** supported by the City of Bonners Ferry Comprehensive Plan.

Community Design	Special Areas and Sites
Natural Resource	Recreation
Population	Housing
Economic Development	Land Use
Hazardous Areas	Public Services, Facilities and Utilities
Transportation	Implementation
Property Rights	

**Findings:**

1. The site is 0.11 of an acre zoned Industrial.
2. The existing structure was built in about 1914 as a two-bedroom, single-family dwelling, which was converted in about 1996 to a professional office.
3. The applicants are seeking a comprehensive plan map amendment from Industrial to Commercial (File #AM11-19).

4. The site has never been used for industrial purposes, according to the applicants.
5. Lots 1 and 2 of Block 4, Riverside Addition, are not within the floodplain or on a hillside.
6. The property is served by city utilities and existing public streets. Extension of city services or roads are not needed to serve the site.
7. Lands to the immediate north and east are zoned Downtown.
8. The Downtown zoning district offers options for housing and a mix of commercial and public uses.
9. The Planning and Zoning Commission has conducted a duly noticed public hearing in accord with Idaho Code §67-6509 to consider the proposed amendment and recommendation to City Council. The Commission unanimously recommended approval of the rezone.
10. Public notice has been provided to landowners within 300 feet of the property, the airport manager, taxing districts, media, school district, and newspaper in accord with the noticing requirements of the Idaho Local Land Use Planning Act.

**CITY OF BONNERS FERRY, IDAHO**

**AMENDMENT TO OFFICIAL ZONING MAP  
FILE #ZC01-19, WOODBURY**

**ORDINANCE NO. 588**

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE OFFICIAL ZONING MAP OF BONNERS FERRY TO ZONE AS “DOWNTOWN” CERTAIN LANDS LOCATED WITHIN THE INCORPORATED CITY LIMITS OF BONNERS FERRY, IDAHO; PROVIDING SEVERABILITY AND PROVIDING THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**Whereas**, Idaho Code §67-6511 provides the authority and procedures for cities to amend zoning maps and ordinances; and

**Whereas**, Bonners Ferry City Code, Title 11, Chapter 6, provides a process for consideration of zoning map amendments; and

**Whereas**, landowners Lon E. and Denise M. Woodbury filed an application with the City to rezone properties described in Exhibit A and located at 7119 Second Street from “Industrial” to “Downtown;” and

**Whereas**, the Bonners Ferry Planning and Zoning Commission held a duly noticed public hearing on November 21, 2019, in accord with the procedures of the Local Land Use Planning Act, Title 67, Chapter 65, Idaho Code, and local code and recommended to the City Council approval of the amendment to the Official Zoning Map; and

**Whereas**, the City Council considered the Commission recommendation at its regular public meeting on December 17, 2019 and approved the amendment to the Bonners Ferry Official Zoning Map, as recommended by the Planning and Zoning Commission.

**Now therefore,**

Be it ordained by the Mayor and City Council of the City of Bonners Ferry, Boundary County, Idaho as follows:

**Section 1. Adoption of Ordinance Rezoning Lands**

The City of Bonners Ferry hereby amends the Official Zoning Map of the City of Bonners Ferry, Idaho to rezone from “Industrial” to “Downtown” properties described in Exhibit A and depicted in Exhibit B. Said exhibits are attached and hereby made a record of this ordinance.

**Section 2: Severability.**

The sections of this ordinance are severable. The invalidity of a section shall not affect the validity of the remaining sections.

**Section 3. Effective date.**

This ordinance shall be in full force and effect upon the passage and publication of the ordinance or ordinance summary in one (1) issue of the official newspaper for the City of Bonners Ferry.

This ordinance passed under suspension of rules and duly enacted as an ordinance of the City of Bonners Ferry, Idaho on this 17<sup>th</sup> day of December, 2019, and publication of this ordinance by summary in the official newspaper is hereby approved upon the following roll call vote:

**ROLL CALL:**

**Council President Alonzo** \_\_\_\_\_

**Council Member Smith** \_\_\_\_\_

**Council Member Thompson** \_\_\_\_\_

**Council Member Arthur** \_\_\_\_\_

**CITY OF BONNERS FERRY, IDAHO**

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

**Mayor David Sims**

**Attest:**

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



## **EXHIBIT A**

Lots 1 and 2, Block 4, Riverside Addition to Bonners Ferry, according to the Plat thereof, recorded in Book 1 of Plats, Page 22, Records of Boundary County, Idaho, AND

That portion of the public right-of-way known as Railroad Street extending from the north line of Lot 1, north, to the centerline of said right-of-way.

**SUMMARY FOR PUBLICATION OF  
CITY OF BONNERS FERRY ORDINANCE NO. 588  
REGARDING AMENDMENT TO OFFICIAL ZONING MAP  
FILE #AM11-19, WOODBURY**

Pursuant to Idaho Code Section 50-901A, the City of Bonners Ferry, Idaho hereby gives notice of the adoption of City of Bonners Ferry Ordinance No. 588 adopted on December 17, 2019. The full title of the ordinance is:

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE OFFICIAL ZONING MAP OF BONNERS FERRY TO ZONE AS "DOWNTOWN" CERTAIN LANDS LOCATED WITHIN THE INCORPORATED CITY LIMITS OF BONNERS FERRY, IDAHO; PROVIDING SEVERABILITY AND PROVIDING THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

The legal description of the subject land is: Lots 1 and 2, Block 4, Riverside Addition to Bonners Ferry, according to the Plat thereof, recorded in Book 1 of Plats, Page 22, Records of Boundary County, Idaho, AND That portion of the public right-of-way known as Railroad Street extending from the north line of Lot 1, north, to the centerline of said right-of-way.

The ordinance amends the Official Zoning Map to rezone the subject lands owned by Lon E. and Denise M. Woodbury at 7119 2<sup>nd</sup> Street and adjoining right-of-way from "Industrial" to "Downtown."

The full text of Ordinance No. 588 is available at Bonners Ferry City Hall, 7232 Main Street, Bonners Ferry, Idaho 83805, during regular business hours.

City of Bonners Ferry, Idaho

ATTEST:

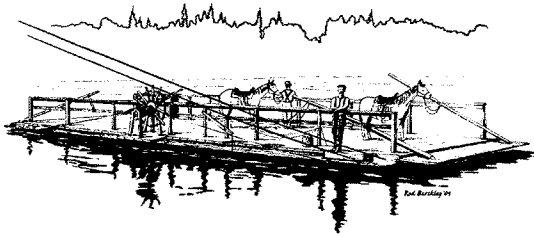
\_\_\_\_\_  
David Sims, Mayor

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

City Attorney Statement Pursuant to Idaho Code Section 50-901A(3)

I, Andrakay Pluid, duly appointed City Attorney for the City of Bonners Ferry, Idaho, certify that the above summary is true and complete and provides adequate notice to the public.

\_\_\_\_\_  
Dated: \_\_\_\_\_



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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Date: December 13, 2019  
To: City Council  
From: Mike Klaus, City Engineer  
Subject: **Water Department - Filter #2 Underdrain**

On December 10, the #2 filter underdrain failed. During a backwash cycle some the underdrain plates came out. The underdrain holds the filter sand in place while water flows through the sand and the plates. During backwash, water flows in reverse through the plates at 3000-4000 gallons per minute. The attached photo shows where 6 plates were blown out. The picture was taken after the filter was drained and the sand filter media was moved out of the way.

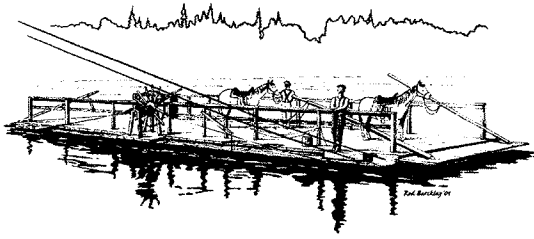
Sections of the underdrain came out during backwash because one of the plate retainer rods broke away from the concrete that it was attached to on the filter floor. The Water Department is moving forward with replacing the rod and plates so that the filter will be operable. However, the current condition of the underdrains is poor and requires replacement as soon as possible.

I am requesting that I be authorized to solicit quotes for replacing the underdrain system in each filter. The lead time on equipment and the price is unknown at this point. This project is my top priority because of the importance of the filter plant to our water users.

Please let me know if you have any questions.

Thank you,

Mike

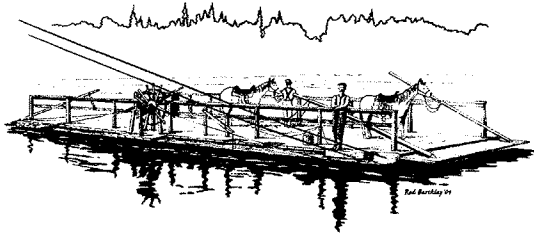


# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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Date: December 13, 2018  
To: City Council  
From: Mike Klaus, City Engineer  
Subject: **Water Department - Water Right Application for New Well**

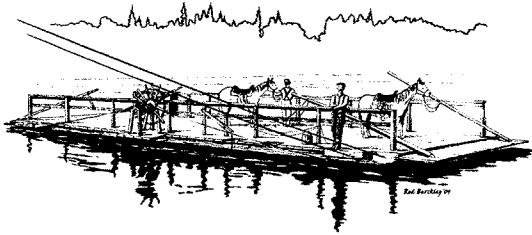
The City applied for, and was granted, a water right from the Idaho Department of Water Resources in 2018 for Dakota well #1 for 450 gallons per minute. City staff would like to move forward with drilling another well on City property adjacent to our first well. The first step in the process is to apply for another water right, which can take some time.

I am requesting that the Council allow me to submit another water right application to start the process of providing another well source in the future. I recommend applying for another 450 gallons per minute, or 1 cubic foot per second. The application fee for this rate is \$250.

Please let me know if you have any questions.

Thank you,

Mike



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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Date: December 11, 2019  
To: City Council  
From: Mike Klaus, City Engineer  
Subject: Sewer Department - Generator for Lift Stations #2 and #6

In 2018, the sewer department purchased and installed a 20-KW back-up generator for lift station #5. During a power outage each of our eight lift stations are at risk of surcharging. Every City lift station should have a back-up generator to help ensure that an overflow does not occur during a power outage. The goal of City staff is to install one or two generators per year, until all stations are equipped with them.

The Sewer Department would like to install generators at lift station #2 and #6 this in 2020. The attached quote for one generator is \$14,967. Based on the install cost for lift station #5, I estimate each station install will total \$22,500. I am requesting that Council authorize staff to spend up to \$45,000 to purchase the generators and install them with City labor.

Please let me know if you have any questions.

Thank you,

Mike



December 12, 2019

QUOTATION NO: 43458

Cummins Inc.

11134 W. Westbow Blvd.  
Spokane, Washington, 99224

**Project:** Bonners Ferry - Lift Station

**Quotation No:** 43458

City of Bonners Ferry  
7232 Main Street  
Bonners Ferry, Idaho, 83805

Item	Notes	ID	Description	Qty
1	a	Install-US-Stat C20 N6	<b>Spark Ignited Genset: 60Hz-20KW</b> U.S. EPA, Stationary Emergency Application 20kW, 60HZ, Standby, Propane Genset, 1800rpm engine Duty Rating-Standby Power Listing-UL 2200 NFPA 110 Type 10 Level 1 Capable Certification-Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2012 Emissions Certification-Spark Ignited, EPA, Emergency, Stationary, 40CFR60 Single Gas Fuel - LP Vapor Enclosure-Alum, Sound,Att,Level 1,w/Exhaust System Voltage-120/240,3 Phase,Delta,4 Wire Alternator-60Hz,12L,240/120V,105C,40C amb, IMS Generator Set Control-PowerCommand 1.1 Exciter/Regulator-Torque Match Engine Governor-Electronic, Isochronous Only Display Language-English Gauge-Oil Pressure Stop Switch-Emergency Control Mounting-Right Facing Load Connection-Single CB,Loc A,80A,3P,600VAC,80%,UL Enclosure Color-Sandstone,Aluminum Enclosure Enclosure - Wind Load 180MPH, ASCE7-10 Skidbase-Housing Ready Engine Starter - 12 VDC Motor Battery Charging Alternator-Normal Output Battery Charger - 6 Amp, Regulated Engine Cooling-High Ambient Air Temperature Shutdown-Low Coolant Level Extension-Engine Coolant Drain Engine Coolant-50% Antifreeze, 50% Water Mixture Coolant Heater, Extreme Cold Ambient Engine Air Cleaner-Normal Duty Engine Oil Genset Warranty- 2 Yr Base Literature-English Packing-Skid, Poly Bag Rack, Larger Battery Extension-Oil Drain Common Parts Listing Lead Time-Not Fast Track,All Options Product Revision - A	1
2	d	OTEC125 A028-7 A035-7 A046-7 A044-7 A042-7 R023-7 B002-7 M033-7 J030-7	<b>Transfer Switch-Electronic Control: 125A</b> Transfer Switch-Electronic Control,125Amp Poles-3 Application-Utility To Genset Listing-UL 1008/CSA Certification Frequency-60 Hertz System-3 Phase,3 Wire Or 4 Wire Voltage-240 Vac Cabinet-Type 3R Genset Starting Battery-12VDC Clock-Exercise, External	1



Item	Notes	ID	Description	Qty
		G004-7 CP01-7 FastTrackOff SPEC-A C027-7	Transfer Switch Warranty-2 Yr Comprehensive Common Parts Listing Lead Time-Not Fast Track,All Options Product Revision - A Cover-Switch Control, Security	
3	c	AC15992RG1	<b>C34-HC Battery, 800CCA</b>	<b>1</b>
4	e		<b>Start &amp; Test</b> C20 N6:Training during startup visit, Install Batteries, Start & Test, 1 Hour Load Bank Test, .5 Hr Building Load Test	<b>1</b> 1
<b>Grand Total:</b>				<b>\$14,967.00</b>
Total Does Not Include Sales Tax				

**Cummins Terms & Conditions**

**NOTES: FREIGHT PREPAID AND ALLOWED VIA BOX VAN.**

Please use this as a reference for the "note" column in the quote.

- a. Factory Assembled.
- b. Assemble at Cummins facility.
- c. Shipped loose items. Assemble/Install by Cummins at Job Site.
- d. Shipped loose items. Assemble/Install by customer at Job Site.
- e. Start and Test performed by Cummins.
- f. Start and Test performed by customer.

This quote was based on verbal/email requests and this package may or may not fit the owner's application.

**TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS**

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

**LEAD TIME**

**Submittals**

Typical submittal lead time is 1-2 weeks after receipt of purchase order.

**Equipment**

Current lead-time is 9-10 weeks after submittal approval and release for production.

**CUMMINS STANDARD EXCLUSIONS**

**Exhaust System**

All off-engine piping, stack extension, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.





**Fuel System**

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings **LPG primary fuel regulator, LPG storage tank & senders**, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

**Electrical**

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal.

**Mounting**

Mounting bolts and anchors. Seismic engineering calculations.

**Electrical Testing**

Not limited to InterNational Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

**Environmental Testing**

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

**Programming**

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

**Documentation**

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

**Miscellaneous**

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

**Design**

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

**Taxes and Permit**

Any applicable sales tax, permits, fees, licenses.

**Bonds**

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

**CUMMINS STANDARD TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT**

Purchase Orders must be made out to 'Cummins Inc', reference the Cummins quotation number and must be acknowledged in writing by Cummins to be deemed accepted. Purchase Orders must include a requested delivery date.

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. In the event of any inconsistency between this Agreement and any purchase order or document produced or delivered by Customer, the terms and conditions of this Agreement shall take precedence.

**SCOPE.** Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. Any Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.



**SHIPPING; DELIVERY; DELAYS.** Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate.

Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

**PAYMENT TERMS; CREDIT; RETAINAGE.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

**TAXES; EXEMPTIONS.** Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

**TITLE; RISK OF LOSS.** Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**INSPECTION AND ACCEPTANCE.** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

**LIEN; SECURITY AGREEMENT.** Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

**CANCELLATION; CHARGES.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

**MANUALS.** Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

**TRAINING; START UP SERVICES; INSTALLATION.** Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution



work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as *zstub-upsz*, must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

**MANUFACTURER'S WARRANTY.** Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

**WARRANTY PROCEDURE.** Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrant-able failure.

**LIMITATIONS ON WARRANTIES**

**THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANT-ABILITY.**

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

**INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**LIMITATION OF LIABILITY**

**NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

**DEFAULT; REMEDIES.** Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

**CUSTOMER REPRESENTATIONS; RELIANCE.** Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

**CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.



December 12, 2019

QUOTATION NO: 43458

**INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

**MISCELLANEOUS.** Cummins is a supplier of material and related services, not a contractor, and will not be responsible for providing installation services or other services for which a contractor's license is required. Installation services shall be the responsibility of others.

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.

No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.

Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

Cummins may incur additional charges which will be passed on to the Customer, as applicable.

**COMPLIANCE.** Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

Rev 01 Jan 2019

Thank you for this opportunity to Quote Cummins Power Generation Products. Please call if we may answer any questions or be of further service.

Submitted by  
Cummins Inc..

Greg Reichert  
Territory Manager  
Direct Cell: 509-994-6125  
Office Phone: 509-744-1627



December 12, 2019

QUOTATION NO: 43458

**Email:** fw769@cummins.com

**Accepted by:**

**Print Name:**

**Firm Name:**

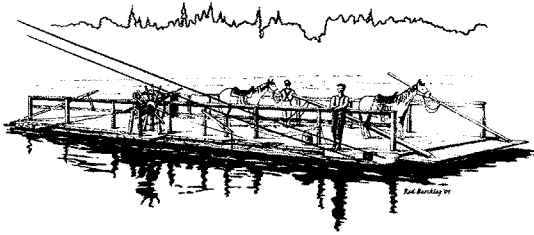
**Customer P.O.:**

**Date:**

**Delivery Date Requested**

**by Purchaser**

Note: If no delivery date is provided, Cummins Inc. will hold placing material orders until such date is provided. It is the responsibility of Purchaser to supply a request date that is within factory lead times.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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Date: December 13, 2019  
To: City Council  
From: Mike Klaus, City Engineer  
Subject: Sewer Department - Lift Station #5 Chopper Pump

Lift station #5 has historically had problems with rags and other items that clog up the 2 pumps in the station. The Sewer Department has investigated methods to breakdown the items that cause clogging, and have found a chopper pump that breaks up materials within the wet well so that they can pass through the existing pumps.

When a pumps clogs and stops working, the Sewer Department employees have to pull the pump out of the wet well and clean the pump out. To make the problem more difficult, lift station #5 is very difficult to access in the winter months.

The attached proposal shows a chopper pump that the Sewer Department staff found to alleviate the problem described above. Technically, the pump is called a conditioning pump that chops material and creates a more homogeneous slurry that is easier to pump out with our existing pumps.

The quote for the conditioning pump is \$13,205, and I anticipate that the parts and labor to install will be approximately \$5,000. On behalf of the Sewer Department, I request that the Council approve the purchase and installation of the conditioning pump for \$18,205.

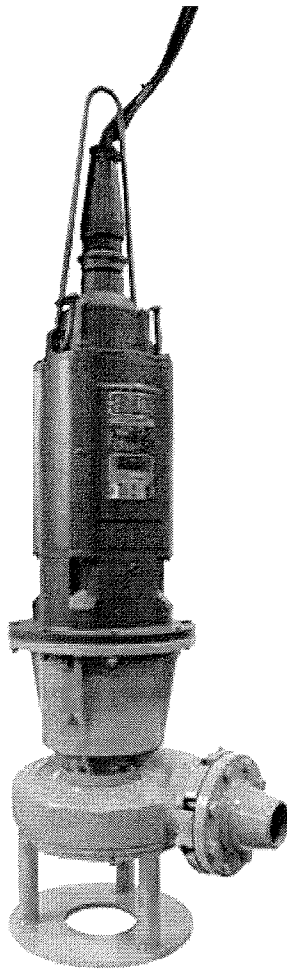
Please let me know if you have any questions.

Thank you,

Mike

# SAVING MONEY WITH THE VAUGHAN CONDITIONING PUMP

When Vaughan created the Conditioning Pump, they designed it to be used in several different scenarios to save you from costly clean out cycles and maintenance. In one recent project, the Vaughan Chopper Pump paid for itself in 2.5 months.



## Reduce the Vacuum Truck Visits

By re-suspending and removing floating solids that have accumulated on the floor, the Vaughan Conditioning Pump reduces - and in most cases eliminates - the need for costly vacuum trucks, saving thousands of dollars each year.

## Existing Non-Clogging Pumps Experience Clogging

If the large pumps you are currently using in the station (wet well or dry well) are clogging on solid filled liquid they are trying to pump, it can be a costly endeavor to replace the pumps. Some pumps can cost you upward of \$350,000 to replace. Vaughan created the Conditioning Pump to solve this problem at a fraction of the cost. You can put the conditioning pump into the wet well and chew up all of the rags and solids so that the existing pump won't get clogged.

## Floating Layer Of Grease And Debris Accumulated

Lift stations/collection pits tend to form floating mats that standard lift station pumps cannot pump out. If left unattended, the layer will continue to thicken until you eventually need to call in a vacuum truck to suck off the thick layer. This results in thousands of dollars in maintenance and dumping fees. The Vaughan Conditioning Pump can get rid of unnecessary third party cleaning cycles and the unwanted costs that come along with them, by recirculating/conditioning the pit until the mat disappears.

## Settling Solids On The Floor Of The Wet Well Or Sump

When solids fall out of suspension, they create a "settling layer" at the bottom of the tank, resulting in costly third party cleanout cycles. The Vaughan Conditioning Pump re-suspends these solids so the duty pumps can actually pump out and remove the solids, and also save you from those costly clean out cycles.





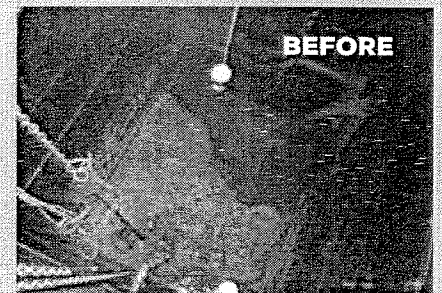
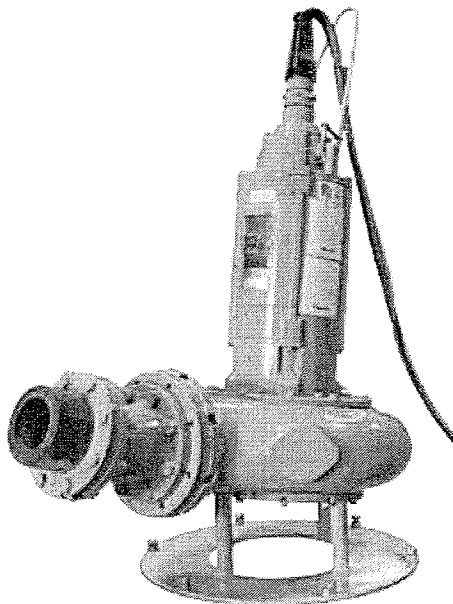


# ADD A CONDITIONING PUMP TO THE MIX.

The Vaughan Conditioning Pump is a Vaughan Submersible Chopper Pump mounted on a portable stand and fitted with a high-velocity mixing nozzle. The Conditioning Pump recirculates the contents of the wet well, chopping and mixing to produce a homogeneous mixture that is more easily pumped out. Floating mats are removed and solids that have accumulated on the floor are re-suspended. As the pump is mounted on a portable stand it can easily be used in multiple applications at a single job-site, facility or municipality. Another high quality offering from the brand you trust.

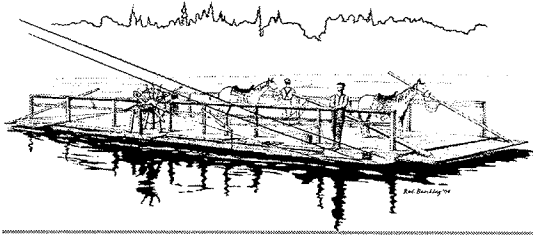
## APPLICATIONS

- Lift Station Conditioning
- Influent Station/Channel Conditioning
- Basin Conditioning
- Holding Tank Conditioning
- Digester Cleanout/Homogenization



For more information, contact us directly at:  
888-249-CHOP | [info@chopperpumps.com](mailto:info@chopperpumps.com)

[ChopperPumps.com](http://ChopperPumps.com)



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

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**TO:** Mayor and City Council

**FROM:** Lisa Ailport, City Administrator *LMA*

**DATE:** December 11, 2019

**RE:** 2019-2020 IFG Contract for Electric Services- Exhibit A

Over the past 8 years we have adjusted the kilowatt hour rates and base rates for IFG based on the original escalators agreed to or followed since the 2011 contract has been in place. Based on this staff has presented to IFG rates increases that represent a 3% increase from last year on kilowatts per hour and a 2.2% escalated base rate based on the Seattle consumer price index.

Based on the above, the following rates are proposed to council:

**2019/2020 Rates**

kWh Hour Rate = \$0.03599

Base Rate = \$9,477.21

**2018/2019 Rates**

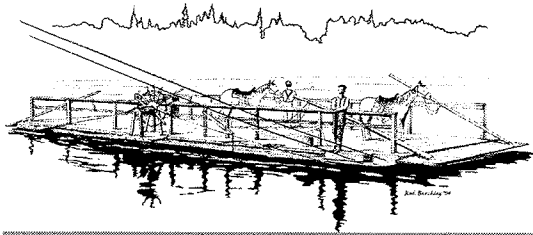
0.03474

\$9,273.20

IFG has been presented the contract and has agreed to the rates increases for the year.

I recommend that Council authorize the Mayor to sign the contract with IFG for kilowatt hour and base rate increases for 2019-2020 fiscal year.

Please let me know if you have any questions.



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

**TO:** Mayor and City Council

**FROM:** Lisa Ailport, City Administrator *LMA*

**DATE:** December 11, 2019

**RE:** Blue Cross Foundation-High 5 Dollars

Staff would like to request that Council authorize \$2,500.00 of the High 5 Dollars to support the printing costs associated with the Recreational Map that will be designed with the foundation in coming months. The Steering Committee has recommended this amount to Council for consideration.

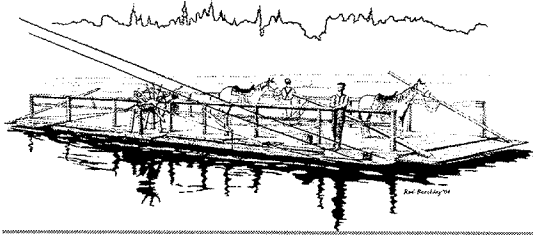
With the allocation of the \$2,500.00 there is remaining balance of \$1,959.78 that will need to be allocated before the end of the year. The Steering Committee will meet on December 17<sup>th</sup> at 4:00pm to consider recommendations on where to spend this remaining money. Staff will present these findings at the meeting that evening for consideration by the Council.

Please let me know if you have any questions.

The following table of expenses is provided below:

Projects		Amount Funded	High 5 Grant Remaining	Leveraged Funds
<b>Starting Funds</b>			\$250,000.00	
1	City Pool	\$60,000.00	\$190,000.00	\$150,000.00
2	City Incidentals/Mark Fenton	\$7,436.09	\$182,563.91	
3	Bike/Ped Plan	\$10,000.00	\$172,563.91	\$15,000.00
4	U of I Extension- summer	\$2,500.00	\$170,063.91	
4	BOCO Backpack	\$5,000.00	\$165,063.91	\$40,000.00
5	High School X-Country Trail	\$10,000.00	\$155,063.91	
6	High School Cardio Equip.	\$23,239.00	\$131,824.91	\$2,000.00
7	Boundary County- Skate Rink	\$41,744.00	\$90,080.91	\$25,000.00
8	City- Pedestrian Counters	\$2,280.00	\$87,800.91	
9	Boundary County Library	\$1,350.00	\$86,450.91	
10	Bike Racks	\$2,518.04	\$83,932.87	
11	Splash Pad	\$45,777.00	\$38,155.87	\$10,000.00

12	Little Free Gardens	\$2,500.00	\$35,655.87	
13	BOCO Backpack	\$710.00	\$34,945.87	
14	Bike Rodeo	\$300.00	\$34,645.87	
15	9B Trails- Rivers Park	\$2,500.00	\$32,145.87	
16	City of Moyie Springs	\$15,000.00	\$17,145.87	\$8,000.00
17	U of I Extension-Friday Friends	\$1,500.00	\$15,645.87	
18	Mt. Hall - trail	\$600.00	\$15,045.87	\$2,200.00
18A	Mt. Hall-trail	\$1,000.00	\$14,045.87	
19	Mt. Hall Gaga Pit	\$1,284.88	\$12,760.99	
20	Valley View	\$2,300.00	\$10,460.99	
21	Naples Gaga Pit and soccer goals	\$3,201.91	\$7,259.08	
23	GROW- Little Free Gardens	\$2,499.30	\$4,759.78	
24	City of Bonners Ferry	\$300.00	\$4,459.78	
25	<i>Caricature Map</i>	\$2,500.00	\$1,959.78	
26				
	<b><i>Totals</i></b>	<b>\$248,040.22</b>	<b>\$1,959.78</b>	<b>\$212,200.00</b>



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
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Phone: 208-267-3105 Fax: 208-267-4375

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**TO:** Mayor and City Council

**FROM:** Lisa Ailport, City Administrator *LMA*

**DATE:** December 11, 2019

**RE:** 2020 Contractor Rates-Services and Rentals

Attached are four contracts for various heavy equipment services and rentals hourly rates of local businesses for the city to use for the 2020 calendar year. The purpose of doing these contracts at the first of the year allows city staff to use these hourly rates in the event of an emergency or imminent need without the concern for negotiating an hourly rate at the time of need.

I recommend that Council authorize the Mayor to sign the contract with Mike Kelly Excavating, Mastre, KG&T, and Wink for various contracting services for the 2020 calendar year.

Please let me know if you have any questions.

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Wink Inc, 290-1378 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:

Excavation and heavy equipment services

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CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR shall commence work on the project by \_\_\_\_\_, 20\_\_\_\_ and complete the project by \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR will commence work on the project on \_\_\_\_\_, 20\_\_\_\_ and continue until this Agreement is terminated by \_\_\_\_\_ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from January 1, 2020 and continue until December 31, 2020 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

The sum of \$ 140, per hour for 55,000lb CAT Excavator work.

The sum of \$ 50, per hour for an additional Labor if required.

The sum of \$ 110, per hour for 12-14 Yard Dump Truck work.

The sum of \$ 120, per hour for D6 Dozer or 650 K work.

Total not to exceed \_\_\_\_\_. See attached bid proposal.

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

11. **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 \_\_\_\_\_  
David Sims, MAYOR

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

ATTEST:

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

WITNESS:

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

Form and content approved by \_\_\_\_\_ as attorney for \_\_\_\_\_  
(Governmental Entity).

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Mike Kelly Excavating 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:

Excavation and Heavy equipment services

---

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR shall commence work on the project by \_\_\_\_\_, 20\_\_\_\_ and complete the project by \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR will commence work on the project on \_\_\_\_\_, 20\_\_\_\_ and continue until this Agreement is terminated by \_\_\_\_\_ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from January 1, 2020 and continue until December 31, 2020 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

The sum of \$ 140, per hour for 30,000lb Excavator work.

The sum of \$ 130, per hour for 16,000lb Excavator work.

The sum of \$ 100, per hour for Backhoe work.

The sum of \$ 45, per hour for an additional Labor if required.

The sum of \$ 105, per hour for 10 Yard Dump Truck work.

The sum of \$ 120, per hour for H80 Dozer work.

Total not to exceed \_\_\_\_\_. See attached bid proposal.

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

11. **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 \_\_\_\_\_  
David Sims, MAYOR

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

ATTEST:  
\_\_\_\_\_  
Christine McNair, Clerk

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

Form and content approved by \_\_\_\_\_ as attorney for \_\_\_\_\_  
(Governmental Entity).

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and KG & T Septic Service 267-5110 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:

Excavation, pumping, and portable toilets

---

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR shall commence work on the project by \_\_\_\_\_, 20\_\_\_\_ and complete the project by \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR will commence work on the project on \_\_\_\_\_, 20\_\_\_\_ and continue until this Agreement is terminated by \_\_\_\_\_ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from January 1, 2020 and continue until December 31, 2020 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

The sum of \$ \_\_\_\_\_, payable upon receipt of materials, invoice and acceptance by ENTITY.

The sum of \$ 200.00, per hour for Pumper Truck work, 150.00 minimum.

The sum of \$ 120.00, per hour for Excavator 30,000lb work.

The sum of \$ 95.00, per hour for Excavator 10,000 – 15,000 lb work.

The sum of \$ 110.00, per hour for Dump Truck work.

The sum of \$ 94.00, per month for portable toilet rental

The sum of \$ N/A, per hour for Backhoe work.

The sum of \$ 55.00, per hour for an additional Labor with pick-up if required.

The sum of \$ 45.00, per hour for an additional Labor with-out pick-up if required.

The sum of Actual cost plus 10% for Material if required.

Total not to exceed \_\_\_\_\_. See attached bid proposal.

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. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
11. **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 \_\_\_\_\_  
 David Sims, MAYOR

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

ATTEST:  
 \_\_\_\_\_  
 Christine McNair, Clerk

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

Form and content approved by \_\_\_\_\_ as attorney for \_\_\_\_\_  
 (Governmental Entity).

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Mastre Backhoe Service 610-0714 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:

Excavation, Heavy equipment services, and underground utility installation and repair

---

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR shall commence work on the project by \_\_\_\_\_, 20\_\_\_\_ and complete the project by \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR will commence work on the project on \_\_\_\_\_, 20\_\_\_\_ and continue until this Agreement is terminated by \_\_\_\_\_ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from January 1, 2020 and continue until December 31, 2020 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

The sum of \$ \_\_\_\_\_, payable upon receipt of materials, invoice and acceptance by ENTITY.

The sum of \$ 110, per hour for Backhoe work.

The sum of \$ 110, per hour for D5 Dozer work.

The sum of \$ 60, per hour for D5 Dozer rental.

The sum of \$ 110, per hour for 12 Yard Dump Truck work.

The sum of \$ 40, per hour for an additional Labor if required.

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

11. **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 \_\_\_\_\_  
David Sims, MAYOR

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

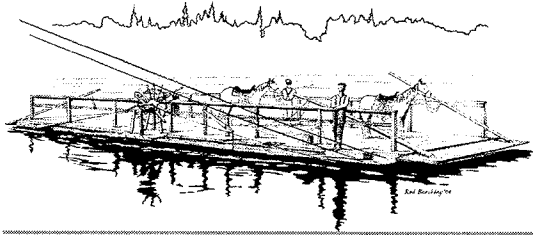
ATTEST:

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

WITNESS:

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

Form and content approved by \_\_\_\_\_ as attorney for \_\_\_\_\_  
(Governmental Entity).



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

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# Memo

To: Mayor and City Council  
From: Christine McNair, Clerk/Treasurer  
Date: 12/13/19  
Re: 2020 Beverage Licenses

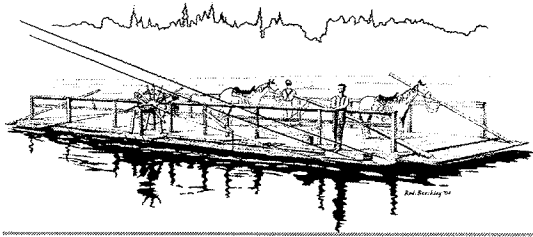
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The following is a list of the 2020 beverage licenses for the City of Bonners Ferry:

Sam's Stop & Shop #14  
Bonners Ferry Pizza Factory  
Eagle Aerie #3522  
Bonners Ferry Conoco  
Heartrock Wines/Crosstime Saloon  
South Hill Quik Stop  
Jack's Club  
Kootenai River Brewing Co.  
Kootenai River Inn  
Lane 9  
Mi Pueblo II  
Mugsy's Tavern & Grill  
Cenex Zip Trip #33  
Rusty Moose Tavern & Grill/ Goat Mountain Pizza  
Safeway #2954  
Super 1 Theater  
Two Tones Café  
Under the Sun

Thank you,

  
Christine



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

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**TO:** Mayor and City Council

**FROM:** Lisa Ailport, City Administrator *LMA*

**DATE:** December 13, 2019

**RE:** Whitebridge Consulting Inc.; Purchase of network storage unit

Staff would like to request to expand Kevin Boldt's scope of service with the City to allow for additional assistance with the City's IT needs. I would like to request authorization for an additional \$22,000.00, not to exceed without council approval, for Mr. Boldt to continue working with our staff and our IT contractor. Anticipated with this expanded scope of service would be:

- Purchasing and setting up a server back-up program
- Assisting staff with replacing computers with Window 7 operating system
- Working to map our IT systems
- Working with CAI on security system understandings and needs

Additionally, I would like to request authorization to purchase a networked storage unit for purposes of using as a server back-up at City Hall. Staff would like authorization to spend for up to \$2,000.00 on this purchase.

Please let me know if you have any questions.