

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.

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.

**AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
December 4, 2012
7:00 p.m.**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

PUBLIC COMMENTS

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

GUESTS

Golf Committee Members – Golf Issues
Computer Arts, Inc. – City Computer System
Phillip Sweet – Electric Work Order

REPORTS

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

CONSENT AGENDA

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approve November 20, 2012 Council Meeting Minutes

OLD BUSINESS

5. City – Annexation

NEW BUSINESS

6. Golf – Discuss Golf Issues (attachment)
7. Electric – Phillip Sweet Work Order (attachment)
8. Fire – Approve Appointment of Cody Pulis as Volunteer Fireman
9. Water – Authorize for John Griffin to Sign Discharge Monitoring Reports (attachment)
10. Water – Authorize Mayor to Sign USDA Control Sheet and Approve Payment for Deep Creek Waterline Invoices (attachment)

11. Electric – Authorize Advertisement to Bid for 2012 Electric Line Truck (attachment)
12. City – Discuss 2013 Flower Baskets (attachment)
13. City – Consider Traffic Safety Committee Recommendation for No Parking Signs on Riverside Street West of First Street
14. City – Consider Traffic Safety Committee Recommendation for Orange Flags for Pedestrians Crossing Highway 95 at Eisenhower, Augusta, and Fry Streets (attachment)
15. Police – Approve Volunteers (attachment)
16. City – Approve Mayor's Recommendation for Appointment of Silas Thompson to the Traffic Safety Committee
17. Police – Discuss 207(k) Agreement (attachment)

EXECUTIVE SESSION PURSUANT TO IDAHO CODE 67-2345, SUBSECTION 1

- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the 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.
- (c) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (d) Consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
- (e) Consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
- (f) Communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
- (g) Engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

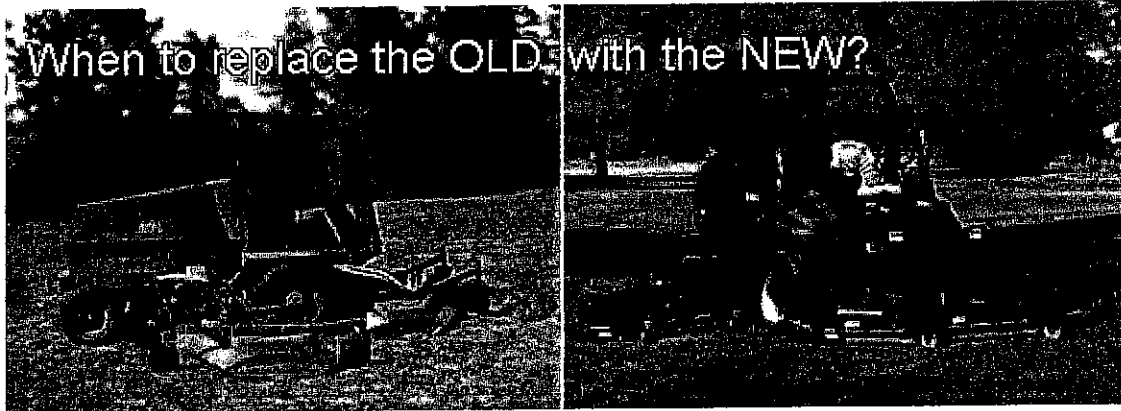
ADJOURNMENT

NEXT MEETING DATE

INFORMATION

18. City – AIC City Officials' Day at the Capitol is January 31, 2013 in Boise
19. Electric – 2013 ICUA Winter Meeting in Boise at the Grove Hotel on January 7, 2013 (attachment)
20. Water – Spokesman Review Article November 25, 2012 "Spokane Customers Using More Water Under Cheaper Rates" (attachment)

INTERESTING INFO ABOUT THE LIFE EXPECTANCY OF YOUR TURF EQUIPMENT



The USGA has provided the following information:

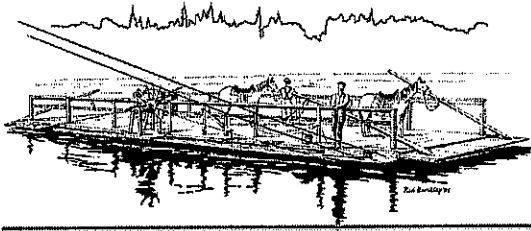
Most turf equipment is used daily and operates at high rpm's. It operates in wet and dusty conditions and is frequently exposed to corrosive chemicals and fertilizers. In order to drive traction units and implements such as reels, blades and pumps, turf equipment uses hydraulics. In order for the hydraulics to function properly, its engine must run at speeds that exceed 3,000 rpm's. Even the non-implement units such as transportation and utility vehicles operate at high rpm's because they use two or four cycle single cylinder engines. The following chart converts hours into miles using the formula that 1 hour = 77 miles. That figure is derived from the fact that the average automobile driven at 3,000 rpm will travel at speeds of 70 mph. Add 10% for the harsh conditions that turf equipment encounters.

500 Hours =	38,500 Miles
1,000 Hours =	77,000 Miles
1,500 Hours =	115,500 Miles
2,000 Hours =	154,000 Miles
3,000 Hours =	231,000 Miles
4,000 Hours =	308,000 Miles
5,000 Hours =	385,000 Miles
6,000 Hours =	462,000 Miles
7,000 Hours =	539,000 Miles

The USGA agronomists have developed a rule of thumb for the replacement of equipment. Assuming the equipment inventory has been kept current, 15% of the total replacement value should be spent toward the purchase of new machinery each season in order to remain current and efficient.

Mirror Lake Golf Course mower hours as of 2012 season end (these figures do not include adding 10% for harsh conditions.) Mirror Lake Golf Course definitely has harsh conditions: tree roots, uneven terrain due to frost heave, extremely wet conditions in spring, etc. so adding 10% might be on the light side.

Greens Mower	(2010)	298 hours = 22,946 mi.
Fairway Mower	(1999)	3,547 hours = 273,119 mi.
Tee Mower	(1996)	4,825 hours = 371,525 mi.
Trim Mower	(1986)	5,720 hours = 440,000 mi.
Rough Mow er	(1998)	4,440 hours = 341,880 mi.



CITY OF BONNERS FERRY

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

Memo

To: Mayor and City Council
From: Kris Larson, Clerk/Treasurer
Date: 11/30/2012
Re: Phillip Sweet Work Order Billing

In February, 2010 the Electric Crew lifted power lines for Phillip Sweet to move a house from the end of Calico Street near the bottom of the Sand Hill to the Sweet property east of Three Mile. Dan Rice said they lifted two service lines so the house could be moved. He said the city charges for their time from when they leave the city yard until they get back so an hour of time was not excessive. There were two electric trucks and four employees for the lifting of the power lines. The total cost was \$158.16.

The timing of the bill was an issue with Phillip when he came before council in March, 2012. The work was done in February, 2010 and the work order was not closed out until December, 2010. We sent the bill out in December, 2010 when the work order was closed. Usually there are material costs and that is the trigger for closing out a work order but there was no material charged and I did not pick up on the fact that there was labor due until I was closing the books for 2010. I apologized to Phillip for this and explained what happened.

Mayor Anderson spoke to Phillip after he came before Council on March 6, 2012 and told him he could have a year to pay the bill. As of this date we have not received a payment.

Please let me know if you have any questions.

Thanks,

Kris

participation rate may occur, ease of use for residents since the pickup is at their homes, less chance of conflict between the city and the county due to the non-recyclables being taken to the landfill. Brian also said the recyclables on the curbside program will be measurable which may help the county see that the city is lessening the amount of tonnage in the landfill.

Arnold Tuttle spoke of Fodge's Mill having an article in the Herald where he could use garbage to fuel his eco-friendly business and questioned why the city would even consider a rate increase with fees as high as they currently are.

Monat Coon asked when the city started charging every resident for garbage. Mayor Anderson said he thinks the city has charged for garbage for 30 or 40 years. She does not want to pay for city garbage collection because she doesn't use the service and takes all her garbage and recyclables to the landfill. She said the water and electric rates are going up and feels like this may force her out of her home. She would like to see a waiver system in place for those not using garbage.

Elsie Hollenbeck said she appreciates Frederickson's, the city, and the county for their efforts. It is upsetting to her to see her neighbors not recycling. She said recycling will help to keep the landfill open longer and that will help everyone in the long run. She is on a fixed income but is still in favor of the continuance of a recycling program. Curbside recycling would be an incentive for people because the people will have to pay much more if the landfill is closed. Elsie said sometimes the Junior High site is full so she would like to see curbside recycling.

Clarice McKenney said she was against recycling increase in the beginning. She has always recycled. She has noticed that since we have the recycle bins that her garbage has decreased from three cans to one can per week and was hopeful that they could get a break on the garbage fees they pay. She would rather have curbside and likes the proposal of \$3.25 rather than \$4.50.

Dorothy Smith would like to see garbage waivers for garbage charges. She has a home next to hers that is vacant and does not use garbage services and wants the city to look into the waiver program. She asked about containers for recycling. Ron Frederickson said they would provide an 18 gallon bin for the residents to use on the recycle pickup if curbside recycling is put in place.

Mayor Anderson recessed the hearing at 7:32 p.m.

Arnold and Lisa Tuttle left the meeting.

Phillip Sweet spoke to council. He said he moved a house in February, 2010 and did not get a bill until December, 2010. He said he did not know he had a bill and spoke to the City Administrator because he thought the bill was too high. His bill is \$158.16 and there was only one wire lifted. He said it only took 17 minutes to move the house. The city sent four men out with two different trucks to lift one wire. The charge for moving the house was \$300 but he

thinks the cost of lifting the wire was excessive. When he did not hear from the city in ten months, he did not think he would be billed. He thinks the charges are excessive and asked if the bill can be cut in half. Mayor Anderson will speak to Administration and said the timing of the bill is a point and will look into the issue.

Barbara Hansen from the Farmers Market spoke to the group about the renewal for the contract for 2012. She said for 24 weeks out of the year the Farmers Market brings in tourists and people from in and outside the community. She said they are facilitators of the event and the Farmers Market does not make any money but survive on contributions from the vendors. The Farmers Market provides a service to the community and allows people to test the waters with their hobbies and entrepreneurial skills. They appreciate the city acknowledging their contribution to the city and appreciate the support. She said in future years they respectfully request that the finances can be negotiated from ten percent of their contributions and said this is commensurate with what the City of Sandpoint does. Mayor Anderson asked about the Car Show using the parking lot one day. Gail Cathcart said no one has contacted anyone from the Farmers Market and said they cannot make a decision until someone from the Car Club contacts them.

Acting Police Chief Joel Minor gave the police report. He said there have been two driving without privileges, two DUIs, two invalid driver licenses, one unattended death, one inattentive driving, five warrant arrests, three vehicle accidents, three controlled substance arrests, and a domestic. The advertisement for the open patrol position vacated by Officer Hubbard will be closed on this Friday.

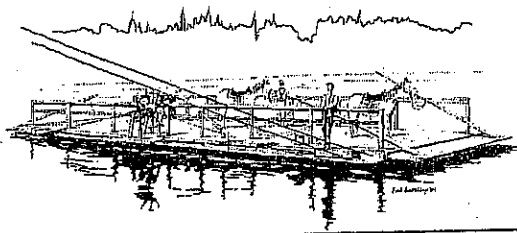
Fire Chief Pat Warkentin said there is nothing to report for the fire department.

City Administrator Stephen Boorman said the results of the ICRMP discount program were compiled and submitted by Christine and thanked her for her efforts. He said there is a bathroom remodel project at city hall being done due to a toilet that leaked and ruined the floor. David Sims said there has been a dike inspection and there is another site that is being washed away. They have spoken to the Corps of Engineers and the Idaho Transportation Department about the site and it is due to a willow tree on the bank of the river.

Mike Klaus said there is an urban renewal agency meeting on March 12, 2012 at the visitor center and they are working on an agreement with Super 1.

Clarice McKenney left the meeting.

Connie Wells moved to add the discussion of garbage rates, approve quote for Kennedy Street/Super 1 waterline project, and authorize the Mayor to sign a utility easement with Department of Homeland Security for the border patrol property. Tom Mayo seconded the motion. The motion passed – Mike Klaus “yes”, Rick Alonzo “yes”, Connie Wells “yes”, Tom Mayo “yes”.



CITY OF BONNERS FERRY

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

May 27, 2011

Mr. Phillip Sweet
65308 Highway 2
Bonners Ferry, ID 83805

RE: House Move

Dear Phillip:

The City of Bonners Ferry has an outstanding work order billing in the amount of \$158.16 for electrical work done so you could move a house in February, 2010. I have included a copy of the invoice previously sent to you for your review.

We would appreciate payment of \$158.16 for this old debt.

If you have any questions, please call me at 267-0351.

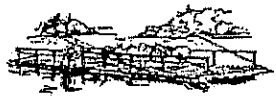
Sincerely,

Kris Larson
Clerk/Treasurer

Enclosure

3-14-12
Mayor will call Phillip &
tell him bill must be
paid. He can have a year
to pay this.
KL

Mailed 6-1-11



CITY OF
BONNERS FERRY

(208) 267-3105 * Fax: (208) 267-4375

PO Box 149 * Bonners Ferry, Idaho 83805

SWEET, PHILLIP
65308 HWY 2
BONNERS FERRY ID 83805

371

INVOICE NUMBER: 701
 INVOICE DATE: December 29, 2010
 EFFORT: WO#2010EL017PR House Moving
 Please remit payment to above address. Thank you.

CHARGES

PRODUCTS AND SERVICES:

EL-LABOR (ELECTRIC) - 02/12/2010		158.16
	Total	158.16

Mailed
12-30-10 cm
4-11-12 cm
5-8-12 cm
7-6-12 cm
8-17-12 cm
11-4-12 cm
11-9-12 cm

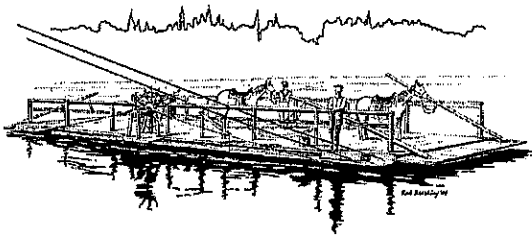
Project/Fund/Org/Account/Object/Transaction Invoice Invoice Date Vendor Post Acct. Date Period Amount

1435	2010E017PR	- Philip Sweet Moving							
5110-	-410560-	100							
PR		GROSSMAN, BLAINE F.	02/12/10	2/10	30.02				
PR		KERINS, BRIAN	02/12/10	2/10	29.99				
PR		RICE, DANIEL A.	02/12/10	2/10	33.82				
PR		WILLIAMS, DANIEL R	02/12/10	2/10	29.96				
									Accounting Line Total
									123.79

5110-	-410560-	140							
PR		GROSSMAN (Medicare), BLAINE F.	02/12/10	2/10	0.42				
PR		GROSSMAN (Social Security), BL	02/12/10	2/10	1.80				
PR		KERINS (Medicare), BRIAN	02/12/10	2/10	0.43				
PR		KERINS (Social Security), BRIAN	02/12/10	2/10	1.85				
PR		RICE (Medicare), DANIEL A.	02/12/10	2/10	0.47				
PR		RICE (Social Security), DANIEL	02/12/10	2/10	1.99				
PR		WILLIAMS (Medicare), DANIEL R	02/12/10	2/10	0.43				
PR		WILLIAMS (Social Security), DA	02/12/10	2/10	1.85				
									Accounting Line Total
									9.24

5110-	-410560-	150							
PR		GROSSMAN (PERSI), BLAINE F.	02/12/10	2/10	3.12				
PR		KERINS (PERSI), BRIAN	02/12/10	2/10	3.12				
PR		RICE (PERSI), DANIEL A.	02/12/10	2/10	3.51				
PR		WILLIAMS (PERSI), DANIEL R	02/12/10	2/10	3.11				
									Accounting Line Total
									12.86

5110-	-410560-	170							
PR		GROSSMAN (BLOEX/MRR&PSE), BLA	02/12/10	2/10	3.74				
PR		GROSSMAN (LIFEINS/MARRIED), BL	02/12/10	2/10	0.06				
PR		KERINS (BLOEX/SINGLE), BRIAN	02/12/10	2/10	1.65				
PR		KERINS (LIFEINS/SINGLE), BRIAN	02/12/10	2/10	0.05				
PR		RICE (BLOEX/FAMILY), DANIEL A.	02/12/10	2/10	4.88				
PR		RICE (LIFEINS/MARRIED), DANIEL	02/12/10	2/10	0.06				
PR		WILLIAMS (BLOEX/SINGLE), DANIEL	02/12/10	2/10	1.77				
PR		WILLIAMS (LIFEINS/MARRIED), DA	02/12/10	2/10	0.06				
									Accounting Line Total
									12.27
									Project Total
									158.16



MEMO

CITY OF BONNERS FERRY

Date: 29 November 2012
To: City Council
From: John F. Griffin, Water/Sewer Superintendent
Subject: WWTP NPDES Permit No. ID-002022-2 and
WTP NPDES Permit No. ID-002045-1

Background (General Provisions Part V.)

As part of the document submittal requirements of the subject permit's, once a new person is selected and thus authorized to sign and certify documents relative to the permits, the following must occur:

E. Signatory Requirements

All applications, reports or information submitted to EPA and IDEQ must be signed and certified as follows.

1. All permit applications must be signed as follows:
 - a) For a corporation: by a responsible corporate officer.
 - b) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively.
 - c) For a municipality, state, federal, Indian tribe, or other public agency: by either a principal executive officer or ranking elected official.
2. All reports required by the permit and other information requested by EPA or IDEQ must be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - a) The authorization is made in writing by a person described above;
 - b) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company; and
 - c) The written authorization is submitted to the Director of the Office of Compliance and Enforcement and IDEQ.
1. Changes to authorization. If an authorization under Part V.E.2. is no longer accurate because a different individual or position has responsibility for the overall operation

of the facility, a new authorization satisfying the requirements of Part V.E.2 must be submitted to the Director of the Office of Compliance and Enforcement and IDEQ prior to or together with any reports, information, or applications to be signed by an authorized representative.

2. Certification. Any person signing a document under this Part must make the following certification:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Recommendation

Prepare submittal letter to EPA Region 10/Idaho DEQ for/under Mayor Anderson's signature authorizing John F. Griffin to sign all submittal documents respective to the subject permits.

USDA Control Sheet

City of Bonners Ferry Water System Improvement Project

Project Number: 15856.00.0

The invoices/billings with backup (if applicable) are attached.

REPORT DATE: 11/29/12

REQUEST # 4

INVOICE DATE	INVOICE NUMBER	CLAIMANT	INVOICE AMOUNT	TO BE FUNDED BY:			City of Bonners Ferry	BUDGET CATEGORY
				ICDBG	USDA Loan	USDA Grant		
11/30/12	2012704	Welch Comer & Associates	\$ 235.00			\$ 235.00		CPS
11/29/12	2012698	Welch Comer & Associates	\$ 6,560.00			\$ 6,560.00		Design
06/27/12	60208	Allwest Testing & Engr	\$ 4,500.00			\$ 4,500.00		Construction
06/13/12	254235	Davidson Enterprises, Inc.	\$ 6,000.00			\$ 6,000.00		Construction
TOTAL REQUEST FOR FUNDS:			\$ 17,295.00	\$ -	\$ -	\$ 17,295.00	\$ -	

Recommended by: _____
(Engineer)

(Date)

Approved by: _____
(Owner)

(Date)

Approved by: _____
Funding Agency (if applicable)

(Date)

Invoice

November 30, 2012

Project No: 45002.00.0

Invoice No: 2012704

City of Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805

Project 45002.00.0 Bonners Ferry - Deep Creek Waterline

Professional Services from October 30, 2012 to November 30, 2012

Phase	050	Construction Phase Services		
Fee				
Total Fee	4,700.00			
Percent Complete	100.00	Total Earned	4,700.00	
		Previous Fee Billing	4,465.00	
		Current Fee Billing	235.00	
		Total Fee		235.00
		Total this Phase		\$235.00
		Total this Invoice		\$235.00



www.welchcomer.com
208-664-9382
877-815-5672 (toll free)
208-664-5946 (fax)
350 E. Kathleen Ave.
Coeur d'Alene, ID 83815

Invoice

November 29, 2012
Project No: 45004.00.0
Invoice No: 2012698

City of Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805

Project 45004.00.0 Bonners Ferry-US95 Kennedy-Cnty Rd 2D WL

Professional Services from November 01, 2012 to November 28, 2012

Phase	030	Design Phase Services		
Fee				
Total Fee		16,400.00		
Percent Complete	80.00	Total Earned	13,120.00	
		Previous Fee Billing	6,560.00	
		Current Fee Billing	6,560.00	
		Total Fee		6,560.00
		Total this Phase		\$6,560.00
		Total this Invoice		\$6,560.00

ALLWEST Testing & Engineering, LLC
 P.O. Box 3149 Hayden, ID 83835
 Hayden Office - 208-762-4721
 Spokane Office - 509-534-4411
 Lewiston Office - 208-743-5710



Invoice

Bill To:
City of Bonners Ferry P.O. Box 149 Bonners Ferry, ID 83805

Date	6/27/2012
Invoice #	60208
Due Date	7/27/2012

Project #	112-288G Deep Creek Borings
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Date	Description	Qty	Rate	Amount
6/27/2012	Geotechnical Subsurface Evaluation Deep Creek Crossing Waterline Replacement Subsurface Conditions Boring Bonners Ferry, Idaho	1	4,500.00	4,500.00
<i>Thank you for your business!</i>				Total Due \$4,500.00

Please send payment to: ALLWEST Testing & Engineering P.O. Box 3149 Hayden, ID 83835
 Payment Terms: Net 30 days
 Your prompt payment is appreciated.

CITY OF BONNERS FERRY
P.O. BOX 149
BONNERS FERRY, IDAHO 83805
(208) 287-2105

MOUNTAIN WEST BANK
BONNERS FERRY, IDAHO 83805

22540

92-7195/1231

DATE

CHECK NO.

07/18/12

Four Thousand Five Hundred Dollars and Zero Cents

PAY THIS AMOUNT
\$4,500.00

PAY

WILL ALLWEST TESTING
PAY PO BOX 3149
TO HAYDEN, ID 83835



TWO SIGNATURES REQUIRED
David Anderson
Chris Larson
AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈022540⑈ ⑆123171955⑆10 00169 9⑈

CITY OF BONNERS FERRY

DETACH AND RETAIN FOR YOUR RECORDS.

Doc #	Invoice	Invoice Date	Description	Amount
2898	ALLWEST TESTING			\$4,500.00
238798	60208	06/27/12	Boring @ Deep Cr. Waterline	\$4,500.00

#: 22540

22540

CITY OF BONNERS FERRY

DETACH AND RETAIN FOR YOUR RECORDS.

22540

CITY OF BONNERS FERRY

P.O. BOX 149
BONNERS FERRY, IDAHO 83805
(208) 267-3105

MOUNTAIN WEST BANK
BONNERS FERRY, IDAHO 83805

22558

BB-7195/1231

DATE

CHECK NO.

07/18/12

Six Thousand Dollars and Zero Cents

PAY THIS AMOUNT
\$6,000.00

PAY

WILL DAVIDSON ENTERPRISES, INC.
PAY 101 N. 4TH AVE STE 101
TO SANDPOINT, ID 83864



TWO SIGNATURES REQUIRED

David Anderson
Chris Larson
AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑆022558⑆ ⑆12317⑆1955⑆1⑆10 00129 7⑆

CITY OF BONNERS FERRY

DETACH AND RETAIN FOR YOUR RECORDS.

1752 DAVIDSON ENTERPRISES, INC.
Doc # Invoice Invoice Date

#: 22558

\$6,000.00 22558

Description

Amount

239791 07/10/12 Deep Creek Waterline Easement \$6,000.00

CITY OF BONNERS FERRY

DETACH AND RETAIN FOR YOUR RECORDS.

22558

When Recorded, Return to:
Larry M. Davidson
101 N. 4th Avenue
Suite 101
Sandpoint, ID 83864
Phone: 208-55-1323

254235

STATE OF IDAHO } ss.
County of Boundary }
Filed by: City of Bonners Ferry
on 6-15-12 at 11:55
Glenda Poston
County Recorder C. Peterson
By Deputy
Fee \$ 8
Mail to City of BF

WATERLINE EASEMENT AGREEMENT

THIS WATERLINE EASEMENT AGREEMENT, hereinafter referred to as "Agreement"), is entered into this 8th day of June 2012, by and between the City of Bonners Ferry, Idaho, an Idaho Municipal Corporation, (hereinafter referred to as "City"), and Davidson Enterprises, Inc., an Idaho Corporation, (hereinafter referred to as "Owner"). City and Owner may hereinafter be referred to as "Party" or "Parties".

WITNESSETH:

RECITALS

- A. Owner is the owner of certain real property located in the County of Boundary, State of Idaho.
- B. Owner's property is currently being used by City as the location of an installed waterline serving City's municipal needs.
- C. By this Agreement, the Parties now wish to describe the location of the installed waterline and provide for the continued use of Owner's land for the benefit of City under the terms and conditions as herein set forth.

**IN CONSIDERATION OF THE ABOVE RECITALS
AND THE MUTUAL COVENANTS HEREINAFTER SET FORTH,
THE PARTIES AGREE, AS FOLLOWS:**

GRANT OF WATERLINE EASEMENT: During the term of this Agreement, Owner hereby grants, bargains, sells, conveys, and confirms unto City, and to its heirs and assigns forever, a perpetual Waterline Easement for one non potable waterline in, over, across, and under certain Real Property of Owner, with the legal description of said easement being as set forth on the attached Exhibit "A". Said Waterline Easement shall include the right of ingress and egress for maintenance, repair, and replacement of the waterline.

For visual representation purposes only, a drawing indicating Owner's property and depicting the Waterline Easement is attached hereto, identified as Exhibit "B", and incorporated herein by this reference.

CONSIDERATION: The grant of this Waterline Easement is made in and for the consideration of the payment of Six Thousand Dollars (\$6,000.00), receipt of which is hereby acknowledged by Owner. In addition, Owner shall be entitled to three ¾" taps on any portion of the City's non-potable waterline located on Owner's property at such locations as Owner may choose, however, any such tapping, or relocation of any such tap from its then present location, will be at Owner's sole cost and expense. Owner shall be entitled to connect to each ¾" tap with a one inch service line. The use of any water from the line shall be at Owner's own risk. Owner agrees to use water from the non-potable water taps for non-potable purposes only. Owner agrees to mark all water hydrants from which non-potable water may be drawn as non-potable with signage provided at no cost by City. Other than as hereinabove indicated for a new tap location, usage of water from the non-potable waterline shall be without any limitation, cost, or charge associated with such hook-on or usage thereof, except however, the non-potable water taps will be subject to any system wide water usage restrictions that apply to the City water system and Owner agrees to abide by all such restrictions. Owner's rights to the non-potable waterline as herein set forth shall be non-exclusive to Owner and shall continue only for so long as the property remains the property of Owner, or the heirs of any stockholder of Owner at the time of the execution of this Agreement, and only for as long as said Owner, stockholder, or heir continues an ownership interest in some portion of the property.

RESERVATIONS AND RESTRICTIONS ON WATERLINE EASEMENT RIGHTS:
The Waterline Easement rights granted herein in this Agreement shall be subject to the following reservations, as well as other provisions contained in this Agreement.

- i. City shall make no changes, alterations, or improvements to the waterline installed in the Waterline Easement area without first providing Notice to Owner no less than thirty (30) days prior to the time when such changes, alterations, or improvements are intended to be made. All such work shall be scheduled at a time and in such a manner as to have the least possible impact on Owner with respect to Owner's use of the property.
- ii. Following Notice being made, the Parties shall meet and discuss the impact of any intended work, including the date of commencement, its duration, its impact on the real property, including Owner's use thereof. Prior to the commencement of the work, the Parties shall agree on an amount of compensation for damages incurred by, and payable to Owner as a result of the work. In the event a leak to the water supply causes the property of the City or Owner to be at risk of damage or when a leak causes a health hazard, emergency repairs can be made by City without prior notice being made. In such event, following the repairs, the Parties shall agree on an amount of compensation for damages incurred by, and payable to Owner as a result of the leak and/or repair work.
- iii. The rights and responsibilities contained herein are limited to the Parties hereto. Nothing contained in this Agreement shall be deemed to be a gift or dedication of the Waterline Easement, or any portion of the real property associated therewith to the general public, or for any public use or purpose whatsoever, other than as specifically set forth herein. No right, privilege, or immunity of either Party hereto shall inure to the benefit of any third party, person, or entity, other than the heirs, successors, or assigns of the Parties hereto.

EXPENSE OF MAINTENANCE AND REPAIR OF WATERLINE EASEMENT WAY:
City shall maintain and repair the waterline located within the Waterline Easement way in such a manner as it deems necessary and proper, taking into consideration the use and purpose of the property by Owner at the time such maintenance and repair may become necessary. Any and all expenses for maintenance and repairs shall be the sole obligation of City. In the event Owner receives notification

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that any such maintenance or repairs has resulted in a lien being levied against the property, Owner shall provide Notice of the same to City and City shall effect the removal or extinguishment of said lien within thirty (30) days of its receipt of said Notice from Owner. In the event City fails or refuses to effect the removal or extinguishment of the lien within the time required, this Waterline Easement and all rights of City pertaining hereto shall thereafter be extinguished and of no further effect.

INDEMNITY: City covenants and agrees to hold harmless and indemnify Owner, its agents, heirs, and assigns from and against all claims, costs, expenses, and liability, (including reasonable attorney fees and costs of suit incurred in connection with all claims), including any action or proceeding arising from, or as a result of this Agreement including any injury to, or death of any person, or damage to the property of Owner or third parties resulting from City's use of the Waterline Easement, except for that which is attributable to the negligence or willful misconduct of Owner, its employees, contractors, agents, heirs, or assigns.

NOTICES: All Notices, demands, statements and requests required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) On the date of personal service upon the person to whom the notice is addressed with signature of the receipt of which by said person, or their authorized agent is indicated on a copy thereof, (ii) Three (3) days after the date the Notice is postmarked by the United States Post Office, provided said Notice is sent prepaid, registered, or certified mail, return receipt requested, or, (iii) On the date the Notice is delivered by a reputable professional courier service, including Federal Express, Express Mail, Emory, UPS, DHL, (or similar operation) to the address of the person to whom it is directed, provided it is sent prepaid, return receipt requested. The addresses and telephone numbers of the signatories to this Agreement are as set forth below:

CITY OF BONNERS FERRY
P.O. Box 149
Bonners Ferry, Idaho 83805
Telephone: 208-267-3105

DAVIDSON ENTERPRISES, INC.,
177 Telemark Road,
Sandpoint, Idaho 83864
Telephone: 208-265-4086

SEVERABILITY: Invalidity of any of the provisions contained in this Agreement, or of the application hereof to any person by judgment or Court order shall in no way affect any other provision hereof, or the application thereof, to any other person, and the same shall remain in full force and effect.

AMENDMENT: This Agreement may be amended only by a written agreement signed by the parties hereto, or their successors in interest. No occupant, person, or entity other than the signatories, or their successors, shall have any right to enforce any of the provisions hereof.

TIME: Time is of the essence of this Agreement and each and every part hereof.

GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of Idaho, with jurisdiction and venue being proper in Boundary County, Idaho.

TERM: This Agreement shall be perpetual in duration, unless terminated as herein provided.

~~COVENANTS RUNNING WITH THE LAND:~~ The right to use and exercise the rights contained in this Agreement shall run with the land, and inure to, and be for the benefit of City, its respective successors and assigns.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement to be effective the first day and date above set forth.

City:

Owner:

CITY OF BONNERS FERRY

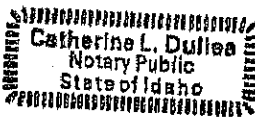
DAVIDSON ENTERPRISES, INC.

By: *Dave Anderson*
Its: Mayor

By: *Larry Davidson*
Its: President

STATE OF IDAHO)
 : SS
 County of Bonner)

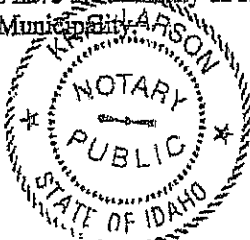
On this 8 day of June, 2012, before me, the undersigned Notary Public, personally appeared Larry Davidson, known to me to be the President of the Corporation, Davidson Enterprises, Inc., and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me to have the authority of said Corporation and to have executed said instrument for and on behalf of said Corporation.



Catherine L. Dullee
Notary Public - State of Idaho
Residing at: *Sandpoint*
My Commission Expires: *5/20/13*

STATE OF IDAHO)
 : SS
 County of Boundary)

On this 12 day of June, 2012, before me, the undersigned Notary Public, personally appeared Dave Anderson, known to me to be the Mayor of the City of Bonners Ferry, Idaho, and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me to have the authority of said Municipality and to have executed said instrument for and on behalf of said Municipality.



Kristin Larson
Notary Public - State of Idaho
Residing at: *Bonnerr Ferry*
My Commission Expires: *4-11-13*

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EXHIBIT "A"

to

WATERLINE EASEMENT AGREEMENT

A tract of land located in the Southeast Quarter of Section 19, Township 62 North, Range 1 East, B.M., Boundary County, Idaho, described as follows;

A 20-foot wide easement lying 10 feet on each side of the following described centerline. Said centerline is intended to follow the existing waterline.

COMMENCING at a 3 inch Brass cap, marked "T62NR1E S 19, 20, 30, 29 191", marking the Southeast corner of said Section 19, which bears South 89°23'16" East a distance of 5317.97 feet from a 3 inch Brass cap marked "T62N R1W, R1E S 24, 25, 19, 30 1994", marking the Southwest corner of said Section 19;

Thence North 60°49'44" West a distance of 1794.91 feet to the center of a 20-foot water line easement, described in Waterline Easement Agreement filed under Instrument No. 220065, records of Boundary County, Idaho, said point being the BEGINNING of said centerline;

Thence North 61°97'13" West a distance of 5.00 feet;
Thence North 52°42'10" West a distance of 136.16 feet;
Thence North 62°27'49" West a distance of 497.39 feet;
Thence North 29°03'18" West a distance of 160.61 feet
Thence North 62°23'21" West a distance of 144.00 feet to a point that bears North 59°01'14" West a distance of 2713.73 feet from said Southeast corner, said point being the END of said centerline.

TOGETHER WITH

A 20-foot wide easement lying within the following described area, which area encompasses the possible construction site for a water line. The easement shall be 10 feet on each side of the centerline of the as-built waterline lying within the following area:

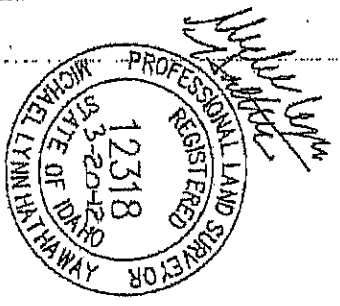
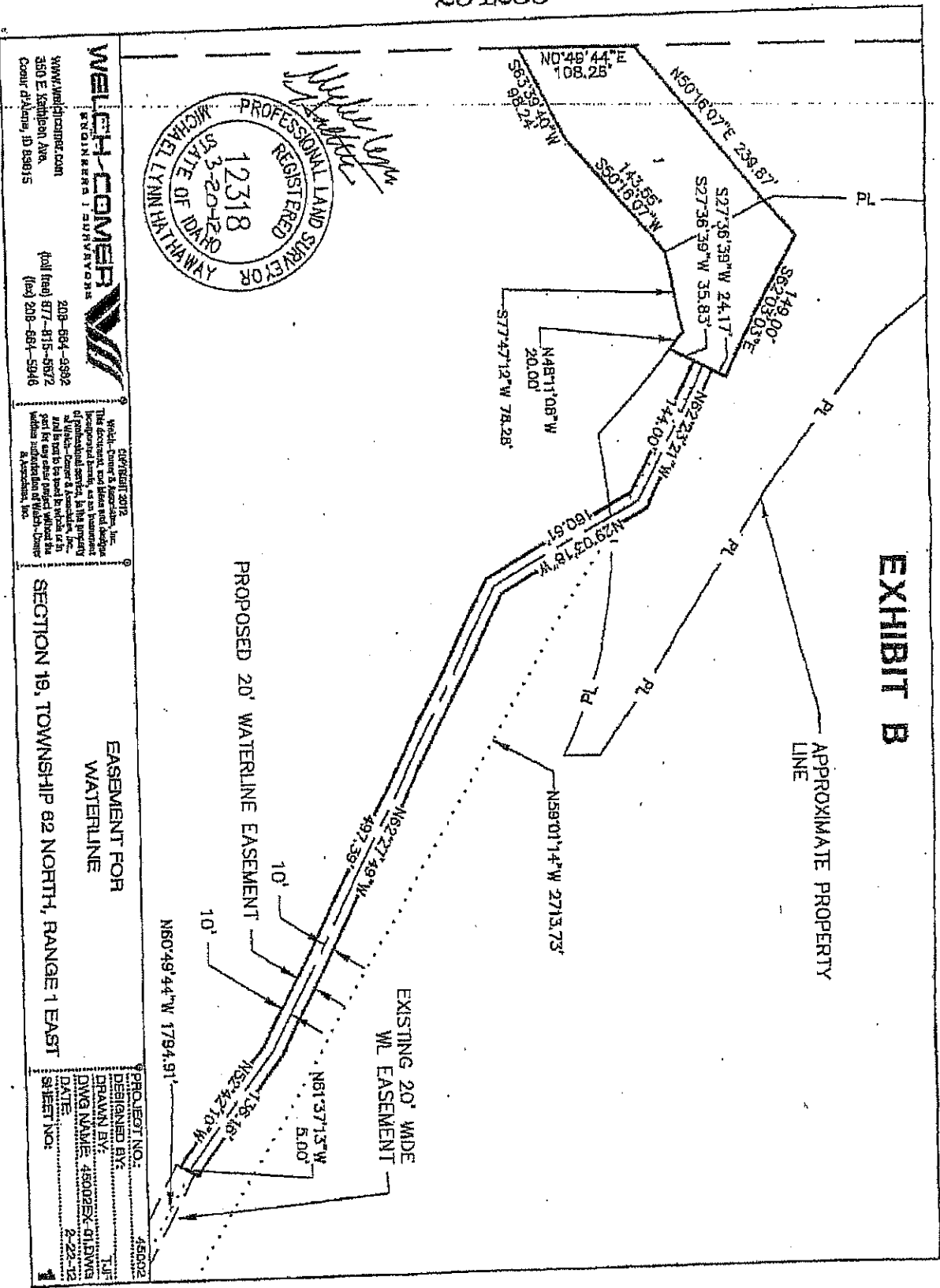
A tract of land located in the Southeast Quarter of Section 19, Township 62 North, Range 1 East, B.M., Boundary County, Idaho, described as follows;

BEGINNING at the END of the above described centerline:

Thence South 27°36'39" West a distance of 35.83 feet;
Thence North 48° 11' 08" West a distance of 20.00 feet;
Thence South 77° 47' 12" West a distance of 78.28 feet;
Thence South 50° 16' 07" West a distance of 143.55 feet;
Thence South 63° 39' 40" West a distance of 98.24 feet to the West line of said Southeast Quarter;
Thence North 00° 49' 44" East along said West line, a distance of 108.26 feet;
Thence North 50° 16' 07" East a distance of 239.87 feet;
Thence South 62° 03' 03" East a distance of 149.00 feet;
Thence South 27° 36' 39" West a distance of 24.17 feet to the POINT OF BEGINNING;
Containing 89,248 square feet or 2.049 acres more or less.

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EXHIBIT B

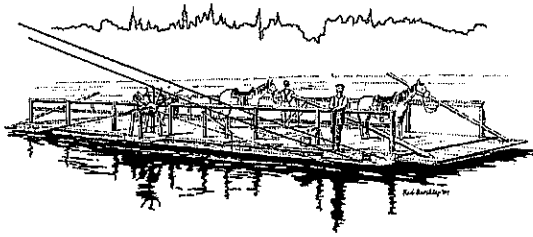


WELCH-COMER
 SURVEYORS
 350 E. Washington Ave.
 Coeur d'Alene, ID 83815
 (208) 664-9392
 (fax) 208-664-5946
 (fax) 208-664-5946

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 & Associates, Inc.

SECTION 19, TOWNSHIP 62 NORTH, RANGE 1 EAST

PROJECT NO.: 45002
 DESIGNED BY: JLF
 DRAWN BY: JLF
 DWG NAME: 45002EX-01.DWG
 DATE: 2-22-12
 SHEET NO.: 1



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 29 November 2012
To: City Council
From: Stephen Boorman, City Administrator
Subject: 2012 Electric Line Truck Bid.

This memo is to request authorization to go out for bid for the Subject Bid. The City currently has a 1993 GMC with a Altech Boom as the primary line truck and the back-up is a 1978 Ford. The proposed new truck would replace the 1993 as the front line truck and the 1993 would become the back-up truck which is also used by the other City departments.

This truck was originally budget for the 2012 budget. In talking with vendors the current lead time is close to one year so the expected expenditure would likely be in fiscal year 2014. The expected cost of this truck is around \$200,000 depending on the options.

STB

CONTRACT DOCUMENT
CITY OF BONNERS FERRY
2012 ELECTRIC LINE TRUCK
DECEMBER 2012

INDEX

- 00030 – Invitation to bid
- 00040 - Idaho Code No. Title 67 – Chapter 28
- 00100 – Instruction to Bidders
- 00300 – Bid Proposal
- 00410 - Bid Bond
- 00500 – Contract Agreement
- 00620 – Payment Bond
- 00700 - Specifications

INVITATION TO BID

The City of Bonners Ferry is accepting bids for purchase of CITY OF BONNERS FERRY 2012 ELECTRIC LINE TRUCK. Bid Documents are available from the City of Bonners Ferry City Clerk at City Hall, P.O. Box 149, 7232 Main Street, Bonners Ferry, Idaho, 83805. Bids will be accepted until 3 PM Friday **28 December 2012** in City Hall at the Office of City Clerk. Bids must be submitted in accordance with Idaho Code No. 67-28.

The City of Bonners Ferry reserves the right to reject any and all bids, to waive any irregularities in the bids received and to accept the bid that is in the best interest of the City.

In determining the lowest responsive bid, the City of Bonners Ferry will consider all acceptable bids on a basis consistent with specification requirements and net cost over the useful life of the equipment.

City of Bonners Ferry

City Administrator

Attest: _____
City Clerk

Publish **13 Dec 2012**
20 Dec 2012

TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 28
PURCHASING BY POLITICAL SUBDIVISIONS

67-2801. LEGISLATIVE INTENT. Efficient and cost-effective procurement of goods, services and public works construction is an important aspect of local government operations. Local public agencies should endeavor to buy goods, services and public works construction by way of a publicly accountable process that respects the shared goals of economy and quality. Political subdivisions of the state shall endeavor to purchase goods and services from vendors with a significant Idaho economic presence.

67-2802. APPLICABILITY. The provisions of this chapter establish procurement requirements for all political subdivisions of the state of Idaho. The public works construction procurement process set forth in this chapter shall function in a complementary manner with the public works contractors license board and the procedures which that board administers. Any general procurement procedures set forth in this chapter shall be supplemented by the provisions of any specific statute pertaining to the awarding of any contract for the purchase or acquisition of any service, commodity or thing made expressly applicable to any particular political subdivision or by means of any additional administrative process that otherwise establishes additional express requirements. No provisions of this chapter shall be deemed to preclude the use of procurement procedures otherwise authorized by law.

67-2803. EXCLUSIONS. The procurement requirements established in this chapter shall not be applicable to:

- (1) The acquisition of personal property when the procurement duplicates the price and substance of a contract for like goods or services that has been competitively bid by the state of Idaho, one (1) of its political subdivisions, or an agency of the federal government;
- (2) Contracts or purchases wherein expenditures are less than twenty-five thousand dollars (\$25,000), provided such contracts or purchases shall be guided by the best interests of the political subdivision procuring the goods and services as determined by the governing board;
- (3) Disbursement of wages or compensation to any employee, official or agent of a political subdivision for the performance of personal services for the political subdivision;
- (4) Procurement of personal or professional services to be performed by an independent contractor for the political subdivision;
- (5) Procurement of an interest in real property;
- (6) Procurement of insurance; or
- (7) Costs of participation in a joint powers agreement with other units of government.

67-2804. WAIVER.

(1) Whenever the provisions of this chapter require a public works contractor's license to bid upon a public construction project, such requirement shall be deemed waived whenever federal law prohibits requiring licensure as a precondition for submitting a bid.

(2) Nothing in this section shall be deemed to prohibit a political subdivision from performing construction or repair work on the political subdivision's own facilities.

(3) Whenever this chapter provides time limits for objection or appeal, any objection or appeal not perfected within such time limitations shall be deemed to constitute a waiver of any rights to raise such objection or appeal thereafter.

67-2805. PROCUREMENT OF PUBLIC WORKS CONSTRUCTION.

(1) For any contemplated public works construction project with an estimated total cost of less than fifty thousand dollars (\$50,000), where the political subdivision determines that there may be a lack of available licensed contractors, a political subdivision may publish a notice of intent to procure in its official

newspaper, concurrently sending such notice to the public works contractors license board, in order to solicit statements of interest from licensed public works contractors to determine whether one (1) or more licensed contractors is interested in submitting bids. Such notice of intent to procure shall be provided by the same means required for published solicitation of competitive bids and shall contain essentially the same information as such published notice. If no licensed public works contractor submits a statement of interest, the political subdivision may purchase public works construction from other than a licensed public works contractor by using the same procurement procedures otherwise specified herein.

(2) When a political subdivision contemplates an expenditure to procure public works construction valued in excess of twenty-five thousand dollars (\$25,000) but not to exceed one hundred thousand dollars (\$100,000), the procurement procedures of this subsection (2) shall apply:

(a) The solicitation for bids for the public works construction to be performed shall be supplied to no fewer than three (3) owner-designated licensed public works contractors by written means, either by electronic or physical delivery. The solicitation shall describe the construction work to be completed in sufficient detail to allow an experienced public works contractor to understand the construction project the political subdivision seeks to build.

(b) The solicitation for bids shall describe the electronic or physical delivery method or methods authorized to submit a bid, the date and time by which a bid proposal must be received by the clerk, secretary or other authorized official of the political subdivision, and shall provide a reasonable time to respond to the solicitation, provided that except in the event of an emergency, such time shall not be less than three (3) business days.

(c) Written objections to specifications or bid procedures must be received by the clerk, secretary or other authorized official of the political subdivision at least one (1) business day before the date and time upon which bids are scheduled to be received.

(d) When written bids have been received, by either physical or electronic delivery, they shall be submitted to the governing board or governing board-authorized official which shall approve the responsive bid proposing the lowest procurement price or reject all bids and publish notice for bids, as before.

(e) If the political subdivision finds that it is impractical or impossible to obtain three (3) bids for the proposed public works procurement, the political subdivision may acquire the work in any manner the political subdivision deems best from a qualified public works contractor quoting the lowest price. When fewer than three (3) bids are considered, a description of the efforts undertaken to procure at least three (3) bids shall be documented by the political subdivision and such documentation shall be maintained for at least six (6) months after the procurement decision is made. If two (2) or more price quotations offered by different licensed public works contractors are the same and the lowest responsive bids, the governing board or governing-board authorized official may accept the one (1) it chooses.

(3) When a political subdivision contemplates an expenditure to purchase public works construction valued in excess of one hundred thousand dollars (\$100,000), the procurement procedures of this subsection (3) shall apply. The purchase of construction services shall be made pursuant to a competitive sealed bid process with the purchase to be made from the qualified public works contractor submitting the lowest bid price complying with bidding procedures and meeting the prequalifications, if any are provided, established by the bid documents. Competitive bidding for public works may proceed through either of two (2) alternative procedures as set forth below:

(a) Category A. Competitive bidding procedures shall be open to receipt of bids from any licensed public works contractor desiring to bid upon a public works project. For a category A bid, the political subdivision may only

consider the amount bid, bidder compliance with administrative requirements of the bidding process, and whether the bidder holds the requisite license, and shall award the bid to the qualified bidder submitting the lowest responsive bid.

(i) The request for bids for a category A procurement shall set a date and place for the public opening of bids. Two (2) notices soliciting bids shall be published in the official newspaper of the political subdivision. The first notice shall be published at least two (2) weeks before the date for opening bids, with the second notice to be published in the succeeding week at least seven (7) days before the date that bids are scheduled to be opened. The notice shall succinctly describe the project to be constructed. Copies of specifications, bid forms, bidder's instructions, contract documents, and general and special instructions shall be made available upon request and payment of a reasonable plan copy fee by any interested bidder.

(ii) Written objections to specifications or bidding procedures must be received by the clerk, secretary or other authorized official of the political subdivision at least three (3) business days before the date and time upon which bids are scheduled to be opened. The administrative officer or governing board supervising the bidding process shall respond to any such objection in writing and communicate such response to the objector and all other plan holders, adjusting bidding timeframes if necessary.

(iii) All bids shall be presented or otherwise delivered under sealed cover to the clerk of the political subdivision or other authorized agent of the political subdivision designated by the information provided to bidders by the political subdivision with a concise statement marked on the outside generally identifying the expenditure to which the bid pertains.

(iv) If the political subdivision deems it is in the political subdivision's best interest, it may require the bidder to provide bid security in an amount equal to at least five percent (5%) of the amount bid. If required, a bid shall not be considered unless one (1) of the forms of bidder's security is enclosed with it, and unless the bid is submitted in a form which substantially complies with the form provided by the political subdivision. The political subdivision may require that the bid security be in one (1) of the following forms:

- (A) Cash;
- (B) A cashier's check made payable to the political subdivision;
- (C) A certified check made payable to the political subdivision; or
- (D) A bidder's bond executed by a qualified surety company, made payable to the political subdivision.

(v) Any bid received by the political subdivision may not be withdrawn after the date and time set in the notice for opening of bids. When sealed bids have been received, they shall be opened in public at a designated place and time, thereafter to be compiled and submitted to the governing board for award.

(vi) If the successful bidder fails to execute the contract, the amount of his bidder's security may be forfeited to the political subdivision at the sole discretion of the political subdivision and the proceeds shall be deposited in a designated fund out of which the expenses of procuring substitute performance are paid.

(vii) The political subdivision may, on the refusal or failure of the successful bidder to execute the contract, award the contract to the qualified bidder submitting the next lowest responsive bid. If the governing board awards the contract to the next lowest qualified bidder, the amount of the lowest qualified bidder's security may be applied by the political subdivision to the difference between the lowest responsive bid and the next lowest responsive bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used, less reasonable administrative costs not to exceed

twenty-five percent (25%) of the amount of the bidder's security to the owner.

(viii) In its discretion, the governing board may reject all bids presented and re-bid, or the governing board may, after finding it to be a fact, pass a resolution declaring that the project sought to be accomplished by the expenditure can be performed more economically by purchasing goods and services on the open market. If identical bids are received, the governing board may choose the bidder it prefers. If no bids are received, the governing board may procure the goods or services without further competitive bidding procedures.

(ix) If the governing board of any political subdivision chooses to award a competitively bid contract involving the procurement of public works construction to a bidder other than the apparent low bidder, the political subdivision shall declare its reason or reasons on the record and shall communicate such reason or reasons in writing to all persons who have submitted a competing bid.

(x) If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth its reason or reasons therefor. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest.

(b) Category B. Competitive bidding procedures shall be open to licensed public works contractors only after meeting preliminary supplemental qualifications established by the political subdivision. The solicitation for bids in a category B procurement shall consist of two (2) stages, an initial stage determining supplemental prequalifications for licensed contractors, either prime or specialty contractors, followed by a stage during which bid prices will be accepted only from prequalified contractors.

(i) Notice of the prequalification stage of the category B competitive bidding process shall be given in the same manner that notice of competitive bidding is provided for a category A competitive bid request, providing a specific date and time by which qualifications statements must be received. Political subdivisions may establish prequalification standards premised upon demonstrated technical competence, experience constructing similar facilities, prior experience with the political subdivision, available nonfinancial resources, equipment and personnel as they relate to the subject project, and overall performance history based upon a contractor's entire body of work. Such request must include the standards for evaluating the qualifications of prospective bidders.

(ii) During the initial stage of the category B bidding process, licensed contractors desiring to be prequalified to bid on a project must submit a written response to a political subdivision's request for qualifications.

(iii) Written objections to prequalification procedures must be received by the clerk, secretary or other authorized official of the political subdivision at least three (3) business days before the date and time upon which prequalification statements are due. The administrative officer or governing board supervising the bidding process shall respond to any such objection in writing and communicate such response to the objector and all other contractors seeking to prequalify, adjusting bidding timeframes if necessary. After a review of qualification submittals, the political subdivision may select licensed contractors that meet the prequalification standards. If any licensed contractor submits a statement of qualifications

but is not selected as a qualified bidder, the political subdivision shall supply a written statement of the reason or reasons why the contractor failed to meet prequalification standards.

(iv) Any licensed contractor that fails the prequalification stage can appeal any such determination to the governing board within seven (7) days after transmittal of the prequalification results to contest the determination. If the governing board sustains the decision that a contractor fails to meet prequalification standards, it shall state its reason or reasons for the record. A governing board decision concerning prequalification may be appealed to the public works contractors license board no more than fourteen (14) days following any decision on appeal made by the governing board. The public works contractors license board shall decide any such appeal within thirty-five (35) days of the filing of a timely appeal. The public works contractors license board shall allow participation, written or oral, by the appealing contractor and the political subdivision, either by employing a hearing officer or otherwise. The public works contractors license board shall not substitute its judgment for that of the political subdivision, limiting its review to determining whether the decision of the governing board is consistent with the announced prequalification standards, whether the prequalification standards comport with the law and whether the governing board's decision is supported by the entirety of the record. The decision of the public works contractors license board shall be written and shall state the reason or reasons for the decision. Category B prequalification procedures that are appealed shall be stayed during the pendency of the prequalification appeal until the public works contractors license board completes its review, but in no instance more than forty-nine (49) days after the appellate decision of the governing board regarding prequalification. Any licensed public works contractor affected by a decision on appeal by the public works contractors license board may, within twenty-eight (28) days of the final decision, seek judicial review as provided by chapter 52, title 67, Idaho Code.

(v) Following the conclusion of the prequalification administrative procedures, the bidding stage shall proceed by the setting of a time, date and place for the public opening of bids. In circumstances involving prequalified prime contractors, a notice soliciting bids shall be transmitted to prequalified bidders at least fourteen (14) days before the date of opening the bids. In circumstances involving prequalified specialty or subordinate contractors, the notice soliciting bids shall be published in the same manner applicable to category A bids. The notice shall succinctly describe the project to be constructed. Copies of specifications, bid forms, bidder's instructions, contract documents, and general and special instructions shall be made available upon request and payment of a reasonable plan copy fee by any eligible bidder.

(vi) Written objections to specifications or bidding procedures must be received by the clerk, secretary or other authorized official of the political subdivision at least three (3) business days before the date and time upon which bids are scheduled to be opened.

(vii) All category B bids shall be presented or otherwise delivered under sealed cover to the clerk or other authorized agent of the political subdivision designated by the instructions to bidders with a concise statement marked on the outside generally identifying the expenditure to which the bid pertains.

(viii) If the political subdivision deems it is in the political subdivision's best interest, it may require the bidder to provide bid security in an amount equal to at least five percent (5%) of the amount bid. If required, a bid shall not be considered unless one (1) of the forms of bidder's security is enclosed with it, and unless the bid is submitted in a form which substantially complies with the form provided by the political

subdivision. The political subdivision may require that the bid security be in one (1) of the following forms:

- (A) Cash;
- (B) A cashier's check made payable to the political subdivision;
- (C) A certified check made payable to the political subdivision; or
- (D) A bidder's bond executed by a qualified surety company, made payable to the political subdivision.

(ix) Any category B bid received by a political subdivision may not be withdrawn after the date and time set in the notice for opening of bids. When sealed bids have been received, they shall be opened in public at a designated place and time, thereafter to be compiled and submitted to the governing board for award. If identical bids are received, the governing board may choose the bidder it prefers. If the successful bidder fails to execute the contract, the amount of his bidder's security may be forfeited to the political subdivision, in the sole discretion of the political subdivision, and the proceeds shall be deposited in a designated fund out of which the expenses for procuring substitute performance are paid.

(x) The political subdivision may, on the refusal or failure of the successful bidder to execute the contract, award the contract to the qualified bidder submitting the next lowest responsive bid. If the governing board awards the contract to the next lowest qualified bidder, the amount of the lowest qualified bidder's security, if forfeited, shall be applied by the political subdivision to the difference between the lowest responsive bid and the next lowest responsive bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used, less reasonable administrative costs not to exceed twenty-five percent (25%) of the amount of the bidder's security.

(xi) In its discretion, the governing board may reject all bids presented and re-bid, or the governing board may, after finding it to be a fact, pass a resolution declaring that the project sought to be accomplished by the expenditure can be performed more economically by purchasing goods and services on the open market. If no bids are received, the governing board may make the expenditure without further competitive bidding procedures.

(xii) If the governing board of any political subdivision chooses to award a competitively bid contract involving the procurement of public works construction to a bidder other than the apparent low bidder, the political subdivision shall declare its reason or reasons on the record and shall communicate such reason or reasons in writing to all persons who have submitted a competing bid.

(xiii) If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth its reason or reasons therefor. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest.

67-2806. PROCURING SERVICES OR PERSONAL PROPERTY.

(1) When a political subdivision contemplates an expenditure to purchase or lease personal property or to procure services, other than those services excluded pursuant to section 67-2803, Idaho Code, valued in excess of twenty-five thousand dollars (\$25,000) but not to exceed fifty thousand dollars (\$50,000), the procurement procedures of this subsection (1) shall apply.

(a) The solicitation for bids shall be supplied to no fewer than three (3) vendors by written means, either by electronic or physical delivery. The solicitation shall describe the personal property or services to be purchased or leased in sufficient detail to allow a vendor dealing in such goods or services to understand what the political subdivision seeks to procure.

(b) The solicitation for bids shall describe the electronic or physical delivery method or methods authorized to submit a bid, the date and time by which a bid proposal must be received by the clerk, secretary or other authorized official of the political subdivision, and shall provide a reasonable time to respond to the solicitation, provided that except in the event of an emergency, such time shall not be less than three (3) business days.

(c) Written objections to specifications or bid procedures must be received by the clerk, secretary or other authorized official of the political subdivision at least one (1) business day before the date and time upon which bids are scheduled to be received.

(d) When written bids have been received, by either physical or electronic delivery, they shall be compiled and submitted to the governing board or governing board-authorized official which shall approve the responsive bid proposing the lowest procurement price or reject all bids and publish notice for bids, as before.

(e) If the political subdivision finds that it is impractical or impossible to obtain three (3) bids for the proposed procurement, the political subdivision may acquire the property in any manner the political subdivision deems best from a qualified vendor quoting the lowest price. When fewer than three (3) bids are considered, a description of the efforts undertaken to procure at least three (3) bids shall be documented by the political subdivision and such documentation shall be maintained for at least six (6) months after any such procurement is made. If two (2) or more price quotations are the same and the lowest responsive bids, the authorized decision maker may accept the one (1) it chooses.

(2) When a political subdivision contemplates an expenditure to purchase or lease personal property or to procure services, other than those services excluded pursuant to section 67-2803, Idaho Code, valued in excess of fifty thousand dollars (\$50,000), the procurement procedures of this subsection (2) shall apply.

(a) The purchase or lease shall be made pursuant to an open competitive sealed bid process with the procurement to be made from the qualified bidder submitting the lowest bid price complying with bidding procedures and meeting the specifications for the goods and/or services sought to be procured.

(b) The request for bids shall set a date, time and place for the opening of bids. Two (2) notices soliciting bids shall be published in the official newspaper of the political subdivision. The first notice shall be published at least two (2) weeks before the date for opening bids, with the second notice to be published in the succeeding week at least seven (7) days before the date that bids are scheduled to be opened. The notice shall succinctly describe the personal property and/or service to be procured. Copies of specifications, bid forms, bidder's instructions, contract documents, and general and special instructions shall be made available upon request by any interested bidder.

(c) Written objections to specifications or bidding procedures must be received by the clerk, secretary or other authorized official of the political subdivision at least three (3) business days before the date and time upon which bids are scheduled to be opened.

(d) If the political subdivision deems it is in the political subdivision's best interest, it may require the bidder to provide bid security in an amount equal to at least five percent (5%) of the amount bid. If required, a bid shall not be considered unless one (1) of the forms of bidder's security is enclosed with it, and unless the bid is submitted in a form which substantially complies

with the form provided by the political subdivision. The political subdivision may require that the bid security be in one (1) of the following forms:

- (i) Cash;
 - (ii) A cashier's check made payable to the political subdivision;
 - (iii) A certified check made payable to the political subdivision; or
 - (iv) A bidder's bond executed by a qualified surety company, made payable to the political subdivision.
- (e) Any bid received by the political subdivision may not be withdrawn after the time set in the notice for opening of bids. When sealed bids have been received, they shall be opened in public at a designated place and time, thereafter to be compiled and submitted to the governing board.
- (f) If the successful bidder fails to execute the contract, the amount of his bidder's security may be forfeited to the political subdivision at the sole discretion of the governing board and thereafter the proceeds may be deposited in a designated fund out of which the reasonable expenses for procuring substitute performance are paid.
- (g) The political subdivision may, on the refusal or failure of the successful bidder to execute the contract, award the contract to the next lowest qualified bidder. If the governing board awards the contract to the next lowest qualified bidder, the amount of the lowest qualified bidder's security may be applied by the political subdivision to the difference between the lowest responsive bid and the next lowest responsive bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used, less reasonable administrative costs not to exceed twenty-five percent (25%) of the amount of the bidder's security.
- (h) In its discretion, the governing board may reject all bids presented and re-bid, or the governing board may, after finding it to be a fact, pass a resolution declaring that the subject goods or services can be procured more economically on the open market. If two (2) or more bids are the same and the lowest responsive bids, the governing board may accept the one (1) it chooses. In its discretion, the governing board of a political subdivision may preauthorize the purchase of equipment at a public auction.
- (i) If the governing board of any political subdivision chooses to award a competitively bid contract involving the procurement of personal property or services to a bidder other than the apparent low bidder, the political subdivision shall declare its reason or reasons on the record and shall communicate such reason or reasons in writing to all who have submitted a competing bid.
- (j) If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of the governing board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth its reason or reasons therefor. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest.

67-2807. JOINT PURCHASING AGREEMENTS -- NOT-FOR-PROFIT ASSOCIATIONS.

(1) Political subdivisions may enter into joint purchasing agreements with the state of Idaho or other political subdivisions and may participate in joint purchasing agreements through a joint purchase program established by any not-for-profit association of political subdivisions. Personal property procured pursuant to such joint purchase agreements shall be acquired in accordance with the provisions of this chapter, provided such authority does not preclude or limit political subdivisions from entering into purchase agreements as otherwise provided by statute.

(2) Political subdivisions may participate in a program established by any not-for-profit association of which they become a member to assist such political subdivisions in bidding and negotiating joint purchase contracts and discount purchase agreements. Participation in any such program does not obligate a political subdivision to purchase goods or services through the program or through an agreement negotiated by the program administrator or its board. Political subdivisions shall only be obligated to pay for goods or services where the governing board has approved the purchase. Any not-for-profit association operating such a procurement program shall cause an independent, certified audit of the program to be performed annually. The audit shall be made available to the legislature upon request and a copy shall be made available for public inspection.

67-2808. EMERGENCY EXPENDITURES -- SOLE SOURCE EXPENDITURES.

(1) Emergency expenditures.

(a) The governing board of a political subdivision may declare that an emergency exists and that the public interest and necessity demand the immediate expenditure of public money if:

(i) There is a great public calamity, such as an extraordinary fire, flood, storm, epidemic or other disaster;

(ii) It is necessary to do emergency work to prepare for the national or local defense; or

(iii) It is necessary to do emergency work to safeguard life, health or property.

(b) Upon making the declaration of emergency, any sum required in the emergency may be expended without compliance with formal bidding procedures.

(2) Sole source expenditures.

(a) The governing board of a political subdivision may declare that there is only one (1) vendor if there is only one (1) vendor for the personal property to be acquired. For purposes of this subsection (2), only one (1) vendor shall refer to situations where there is only one (1) source reasonably available and shall include, but not be limited to, the following situations:

(i) Where property is required to respond to a life-threatening situation or a situation which is immediately detrimental to the public welfare or property;

(ii) Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration;

(iii) Where a sole supplier's item is needed for trial use or testing;

(iv) The purchase of mass-produced movies, videos, books or other copyrighted materials;

(v) The purchase of property for which it is determined there is no functional equivalent;

(vi) The purchase of public utility services;

(vii) The purchase of products, merchandise or trademarked goods for resale at a political subdivision facility; or

(viii) Where competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances.

(b) Upon making the declaration that there is only one (1) vendor for personal property, unless the property is required for a life-threatening situation or a situation that is immediately detrimental to the public welfare or property, notice of a sole source procurement shall be published in the official newspaper of the political subdivision at least fourteen (14) calendar days prior to the award of the contract.

Idaho Statutes

TITLE 50
MUNICIPAL CORPORATIONS
CHAPTER 3
POWERS

50-341. COMPETITIVE BIDDING -- APPLICATION OF LAW. A. The following provisions relative to competitive bidding apply to all cities of the state of Idaho, but shall be subject to the provisions of any specific statute pertaining to the letting of any contract, purchase or acquisition of any commodity or thing by soliciting and receiving competitive bids therefore, and shall not be construed as modifying or amending the provisions of any statute, nor preventing the city from doing any work by its own employees.

B. The word "expenditure" shall mean the granting of a contract, exclusive franchise or authority to another by the city, and every manner and means whereby the city disburses funds or obligates itself to disburse funds; provided, however, that "expenditure" does not include disbursement of funds to any city employee, official, agent, or for the performance of personal services to the city, or for the acquisition of personal property through a contract that has been competitively bid by the state of Idaho, one of its subdivisions or an agency of the federal government.

C. When the expenditure contemplated exceeds five thousand dollars (\$5,000) but not twenty-five thousand dollars (\$25,000), the city shall obtain price or cost quotations from at least three (3) responsible vendors in the business of supplying such goods or services. To enhance small business bidding opportunities, the city shall seek a minimum of three (3) price quotations from registered vendors having a significant Idaho economic presence as defined in section 67-2349, Idaho Code. If the city finds that it is impractical or impossible to obtain three (3) quotations for the proposed transaction, the city may acquire the property in any manner the city deems best. The city shall then procure the goods or services from the responsible vendor quoting the lowest price. When the expenditure contemplated exceeds twenty-five thousand dollars (\$25,000) the expenditure shall be contracted for and let to the lowest responsible bidder. Where both the bids and quality of property offered are the same, preference shall be given to property of local and domestic production and manufacture or from bidders having a significant Idaho economic presence as defined in section 67-2349, Idaho Code.

D. The notice inviting bids shall set a date and place for the opening of bids. The first publication of the notice shall be at least two (2) weeks before the date of opening the bids. Notice shall be published at least twice, not less than one (1) week apart, in the official newspaper of the city. The notice shall succinctly set forth the project to be done. Any of the following documents shall be made available, upon reasonable deposit, to any interested bidder bid form, bidder's instructions, contract documents, general and special instructions, drawings and specifications.

E. All bids shall be presented or otherwise delivered under sealed cover to the city clerk, or other bonded agent of the city designated by the city council to receive specific bids, with a concise statement marked on the outside generally identifying the expenditure to which the bid pertains. If the city deems it is in the city's best interest

it may require the vendor to provide bid security in one (1) of the following forms

- a. Cash;
- b. Cashier's check made payable to the city;
- c. A certified check made payable to the city;
- d. A bidder's bond executed by a qualified surety company, made payable to the city.

F. The security, if required by the city, shall be an amount equal to at least five percent (5%) of the amount bid. If required, a bid shall not be considered unless one (1) of the forms of bidder's security is enclosed with it, and unless the bid is submitted in a form which substantially complies with the form provided by the city.

G. Any bid received by the city may not be withdrawn after the time set in the notice for opening of bids. All bids received must be opened at the time and place set in the notice inviting bids, and no person shall be denied the right to be present at the opening of bids.

H. If the successful bidder fails to execute the contract, the amount of his bidder's security shall be forfeited to the city and the proceeds shall be deposited in the fund out of which the expenses of preparation and printing of the plans and specifications, estimates of costs and publication of notice are paid.

I. The city may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest responsible bidder, the amount of the lowest responsible bidder's security shall be applied by the city to the difference between the lowest responsible bid and the next lowest responsible bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used.

J. In its discretion, the city council may reject any bids presented and readvertise. If two (2) or more bids are the same and the lowest responsible bids, the city council may accept the one it chooses. If no bids are received, the council may make the expenditure without further compliance with this section.

K. After rejecting bids, the city council may, after finding it to be a fact, pass a resolution declaring that the thing sought to be accomplished by the expenditure can be performed more economically by day labor, or the materials or supplies furnished at a lower price in the open market. Upon adoption of the resolution, it may have the thing sought to be accomplished done in the manner stated without further compliance with this section.

L. If there is a great public calamity, as an extraordinary fire, flood, storm, epidemic or other disaster, or if it is necessary to do emergency work to prepare for national or local defense, or if it is necessary to do emergency work to safeguard life, health or property, or for contracts which do not exceed one (1) year if there is only one (1) vendor for the property to be acquired, the mayor or city manager may declare that an emergency exists and that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property, or declare that there is only one (1) vendor for the property. Upon making the declaration of emergency, any sum required in the emergency may be expended without compliance with this section. Upon declaration of only one (1) vendor, unless the property is required for a life-threatening situation or a situation that is immediately detrimental to the public welfare or property, notice of a sole source procurement shall be published in the official newspaper of the city at least ten (10) working days prior to the award of the

contract. For purposes of this section, only one (1) vendor shall refer to situations where there is only one (1) source reasonably available, and shall include, but is not limited to

- a. Property required to respond to a life-threatening situation or a situation which is immediately detrimental to the public welfare or property;
- b. Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration;
- c. Where a sole supplier's item is needed for trial use or testing;
- d. Purchase of mass-produced movies, videos, books or other copyrighted materials;
- e. Purchase of property for which it is determined there is no functional equivalent;
- f. Purchase of public utility services;
- g. Purchase of products, merchandise or trademarked goods for resale at a city facility; or
- h. Where competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances.

M. In its discretion, the city council may purchase equipment at a public auction, if the council has made a finding that such equipment may be purchased at a lower price.

INSTRUCTIONS TO BIDDERS

1. INTENT OF PLANS AND SPECIFICATIONS-

It is the intention of these specifications to provide for careful, thorough and workmanlike construction procedures in the manufacture and delivery of such materials. The bidder to whom the contract is awarded shall furnish all the materials (unless otherwise noted), and labor necessary to complete said contract in accordance with all of its terms and conditions.

The plans and specifications shall be considered and used together. Anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. The Engineer may furnish supplemental plans and specifications to define more clearly any requirement of the original documents. Such shall be accepted by the contractor as of the same force and effect as though they had been included in the original issue. The contractor shall not be entitled to extra payment because of his compliance with these supplemental plans and/or specifications unless they contain new requirements and associated costs which would not have been anticipated by an experienced contractor after thorough examination of the project and its requirements.

2. EXAMINATION OF CONTRACT DOCUMENTS-

Each bidder shall thoroughly examine and be familiar with the legal and procedural documents, general conditions, specifications, drawings, and any addenda. The submission of a proposal shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a bidder to receive or examine any of the Contract Documents shall in no way relieve him from any obligations with respect to his proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents, and the Owner will in no way be responsible for any loss for unanticipated costs that may be suffered by the contractor as a result of meeting the conditions pertaining to the work.

3. EXAMINATION OF THE SITE AND CONDITIONS-

~~Before making a proposal, the bidder shall examine the site of the work and ascertain for himself all the physical conditions in relation thereto. Failure to take this precaution shall not release him from his obligation as implied by the proposal he submits nor excuse him from performing the work in strict accordance with the requirements of the Contract Documents. No statement made by any officer, agent, or employee, etc.~~

of the Owner pertaining to the site of the work or the conditions under which the work must be performed will be binding on the Owner.

4. PERMITS-

The contractor shall include in his bid, the cost of all permits required.

5. ADDENDA AND INTERPRETATIONS OF DOCUMENTS-

No interpretation of meaning of plans, specifications or other prebid documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing to the Office of the Owner with adequate lead-time to be given consideration. Any and all such interpretations, if issued, will be written addenda to the Contract Document, and delivered to all prospective bidders.

6. PREPARATION OF PROPOSAL-

Bids must be submitted in ink on the Bid Proposal provided. Where indicated, all blank spaces shall be filled in with words and figures. Written amounts shall take precedence where there is a conflict.

If the proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm's name, followed by the signature of a partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the proposal should be signed with the name of the corporation and the State in which incorporated, followed by the written signature of the qualified officer and the designation of the office he holds in the corporation. The address of the person, firm or corporation in whose behalf the proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the proposal form.

7. MATERIAL SUBSTITUTION-

Each bidder shall base his bid upon the materials as described in the bid documents. The successful contractor will not be allowed to make any substitutions on his own initiative, but in each instance will be required to obtain authorization from the Owner before installing any work in variance with the requirements of the Contract Documents.

8. ALTERATION OF DOCUMENTS PROHIBITED-

Except as may be provided otherwise herein, proposals which are incomplete, are conditioned in any way which the plans or specifications do not authorize, contain unverified erasures or alterations, include items which are not named in the proposal form or which are unlawful, may be rejected as informal.

9. SUBMISSION OF PROPOSAL-

Each proposal shall be completely sealed in a package addressed to the Owner, marked "BID" with the name of the bidder and the title of the project and must be delivered to the address at or before the time named in said advertisement. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope.

10. MODIFICATION OF PROPOSAL-

Change in a proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification itself is stated prior to the scheduled closing time for the receipt of proposals. To be effective every modification must be made in writing over the signature of the original bidder; no other form or procedure will be acceptable.

11. SECURITY-

Each bid must be accompanied by cash, certified check of the bidder, or a bond duly executed by the bidder as principal and having as surety thereon a surety company authorized to issue such bonds in Idaho in the amount of 5% of the bid. Such cash checks or bid bonds, will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if award has not been made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

12. WITHDRAWAL OF PROPOSAL-

A bid proposal may be withdrawn at any time prior to the scheduled bid opening, but only if such withdrawal is made in writing by a duly authorized representative of the Company.

13. LATE BID PROPOSALS-

Late bid proposals will be returned unopened.

14. QUALIFICATION OF BIDDERS-

It is the intention of the Owner to award a contract only to a bidder who can furnish satisfactory evidence that he has the requisite experience and ability and that he has sufficient capital, facilities and plant to enable him to prosecute the work successfully and promptly, and to complete the

work within the time specified. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. Each bidder shall possess State and Local licenses in accordance with the applicable State and Local laws and in accordance with the Contract Documents, and shall furnish satisfactory proof to the Owner upon request that the licenses are current during the contract term.

15. DISQUALIFICATION OF BIDDERS-

More than one bid for the same work described in this document, from an individual, firm, or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reasonable grounds for believing that collusion exists among the bidders, the bids of the participants in such collusion will not be considered.

16. AWARD OF CONTRACT-

The award of any contract or contracts will be made to the lowest responsible bidder or bidders. The Owner reserves the right to reject any or all bids, or to waive irregularities or informalities at its discretion. The low bid will be determined on the basis of the lowest price listed in the Bid Proposal.

17. EXECUTION OF AGREEMENT-

Copies of the agreement in the number stated in the form of agreement, shall be executed by the successful bidder, and returned together with the required bonds and insurance certifications within 10 days from and after the date of the award of the contract. Effective dates of bonds shall be the same or later than the date of the agreement.

18. FAILURE TO DELIVER AGREEMENT, BONDS, INSURANCE-

Failure of a successful bidder to execute the agreement, file required bonds and insurance certification within the required 10 days shall be just cause for the annulment of the award. On failure of a successful bidder to execute the agreement and file bonds and insurance certification, he shall forfeit his bid security as agreed herein before. Upon annulment of an award as aforesaid, the Owner may then award a contract to the next lowest responsible bidder.

19. COMMENCEMENT AND COMPLETION OF WORK-

The successful bidder shall provide the specified products within one (1) calendar year after the date of the notice to proceed.

20. LIQUIDATED DAMAGES-

N/A.

21. PROGRESS PAYMENTS-

Refer to Section 14.02 of the General Conditions. There will be no progress payments prior to the completion of construction and acceptance of the work.

ADDITIONAL NOTES

1. The City of Bonners Ferry reserves the right to require a demonstration of the unit bid prior to a bid award by the City of Bonners Ferry.
2. The City of Bonners Ferry has the right to accept or reject any and all bids deemed to be in the best interest of the City and the intended application of the unit bid.
3. Units bid shall carry a full "New Machine" warranty. Demonstrators and leased equipment will be considered. Minimum acceptable warranty on parts and labor is two (2) years.
4. Any and all deviations from the Specifications shall be clearly spelled out under comments or the Bid will be considered "non-responsive" and eliminated from consideration.
5. Clarifications or challenges to the Specification will be considered if they are submitted in writing and received at the City of Bonners Ferry, Office of City Clerk four (4) working days prior to the bid opening. All clarifications to the Specifications will be addressed as a written addendum to the Bid. No verbal clarifications will be binding on the City or the Bidder.

BID PROPOSAL
CITY OF BONNERS FERRY
DECEMBER____, 2012

To the Office of City Clerk:

The undersigned hereby certify that they have personally thoroughly read and understand the specifications of the Contract Document, "CITY OF BONNERS FERRY 2012 ELECTRIC LINE TRUCK".

We hereby propose to undertake and provide One (1) 2012 ELECTRIC LINE TRUCK in accordance with said plans, specifications, and other Contract Documents for the following lump sum price:

LUMP SUM BID PRICE _____ (\$ _____)
(use words) (figures)

Option 1: We hereby propose to in accordance with submitted plans and specifications, REMOTE BOOM CONTROLS for the following lump sum price:

LUMP SUM BID PRICE _____ (\$ _____)
(use words) (figures)

Option 2: We hereby propose to in accordance with submitted plans and specifications, THREE PHASE AUXILIARY ARM TREE ASSEMBLY for the following lump sum price:

LUMP SUM BID PRICE _____ (\$ _____)
(use words) (figures)

Option 3: We hereby propose to in accordance with submitted plans and specifications, STANLEY POLE TAMPER W/ 3 FT. HANDLE for the following lump sum price:

LUMP SUM BID PRICE _____ (\$ _____)
(use words) (figures)

Option 4: We hereby propose to in accordance with submitted plans and specifications, POLE PULLER INSTALLED ON FRONT CURB-SIDE OUTRIGGER for the following lump sum price:

LUMP SUM BID PRICE _____ (\$ _____)
(use words) (figures)

(Additional options may be provided and attached)

Understanding that these lump sum prices includes all permit fees, sales and consumer use taxes, etc. required by law or regulation in the place where the work is performed.

Manufacturer _____

Model No. / Year _____

If the Truck is used please provide the hours and miles:

Hours: _____

Miles: _____

Understanding any used equipment must be less than two years old, be in excellent condition with no damage. For comparative purposes the City will assign a value of \$1.00 per mile plus \$7.50 per hour for used equipment.

Delivery Date:

Specify the number of days, after receipt of order (ARO), that you can guarantee delivery by: _____ Day(s). Maximum delivery of complete unit shall be ONE (1) calendar year.

This Bid Proposal is accompanied by bid security in the amount of 5% of the total lump sum bid as a guarantee that, if successful in being awarded the contract, the bidder will enter into a contract and execute the necessary contractual documents as stipulated in the Contract Document.

In determining the lowest responsive bid, the City of Bonners Ferry will consider all acceptable bids on a basis consistent with specification requirements and net cost over the useful life of the equipment.

Signature: _____

Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

REQUEST FOR INFORMATION

Has the Bidder enclosed manufacturer's literature, specifications and all pertinent information concerning this Bid? Yes _____ No _____

Are all exceptions thoroughly explained? Yes _____ No _____

Please list three (3) or more utilities or similar organizations to which you have sold similar line trucks that have been in operation three or more years to facilitate review the operational performance of the equipment.

	<u>UTILITY</u>	<u>PHONE NUMBER</u>	<u>YR. PURCHASED</u>
1.	_____	_____	_____
	Truck Make: _____	Model No.: _____	
2.	_____	_____	_____
	Truck Make: _____	Model No.: _____	
3.	_____	_____	_____
	Truck Make: _____	Model No.: _____	
4.	_____	_____	_____
	Truck Make: _____	Model No.: _____	

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____
PROJECT (Brief Description Including Location): _____

BOND

BOND NUMBER: _____
DATE (Not later than Bid due date): _____
PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

-
- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid", as used herein includes a Bid, offer or proposal as applicable.

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2012, by and between The City of Bonners Ferry, an Idaho Municipal Corporation, hereinafter called OWNER and _____, doing business as a corporation, hereinafter called CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, as follows:

1. The CONTRACTOR will commence and provide the "CITY OF BONNERS 2012 ELECTRIC LINE TRUCK". The CONTRACTOR will furnish the EQUIPMENT described herein, except as noted otherwise.
2. The CONTRACTOR will provide the equipment required by the CONTRACT DOCUMENTS* within One (1) calendar years after the date of this contract.
3. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS* and comply with the terms therein for the sum of \$ _____ (\$ _____), for the electric line truck as shown in the BID PROPOSAL.
5. The OWNER will pay to the CONTRACTOR in the manner and at such time as set forth in the General Conditions as amended by the Instructions to Bidders, such amounts as required by the CONTRACT DOCUMENTS*.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. The BONDS will be held in full force until and through the expiration of the CONTRACT warranty period.
8. The CONTRACTOR agrees to a two (2) year warranty period after PROJECT completion, covering all labor, material and workmanship.

IN WITNESS WHEREON, the parties hereto have executed, or caused to be executed by their duly authorized officials, this CONTRACT AGREEMENT in duplicate original copies on the date first above written. The CONTRACT DOCUMENTS are as follows:

- 00030 – Invitation to bid
- 00040 - Idaho Code No. Title 67 – Chapter 28
- 00100 – Instruction to Bidders
- 00300 – Bid Proposal
- 00410 - Bid Bond
- 00500 – Contract Agreement
- 00620 – Payment Bond
- 00700 – Specifications

OWNER: City of Bonners Ferry

By: _____

David Anderson, Mayor

Attest: _____

Kris Larson, City Clerk

CONTRACTOR: _____

By: _____

Attest: _____

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

SURETY
Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

SURETY
Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the

CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MINIMUM SPECIFICATIONS & BID PROPOSAL

CITY OF BONNERS FERRY 2012 ELECTRIC LINE TRUCK

The City desires to purchase a current model Electric Line/Boom Truck. . It shall be a truck mounted on a chassis as described in these Specifications and equipped for use at all times of the day and night and in all weather conditions.

All components shall be designed and manufactured in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design safety factors. All workmanship to be in professional manner typical of the industry.

All Bidders are required to complete the following Bid proposal and General Information. Bids shall be prepared on forms supplied by the City of Bonners Ferry.

Each unit shall be complete when delivered to the City of Bonners Ferry, with all accessories and equipment in place or furnished. Delivery of completed unit is required within one year of receipt of purchase order.

Complete specifications and descriptive literature shall accompany each bid describing the item in sufficient detail to distinguish what is being supplied from the vendor. *If literature is not submitted with bid, vendor will have 48 hours following written notice to submit the literature. Failure to comply will render bid nonresponsive.*

All Deviations to the Specifications shall be identified. *If no deviations are listed, it will be interpreted that the unit complies with the Specifications as listed.*

OPTIONAL FEATURES

The agency requests that the vendor provide prices for any recommended options. These options may be used in determining the bid award.

Truck & Chassis Specifications

2010 Model Year or newer
International 4300 SFA, Freightliner M2-106, or equivalent
Chassis Color - White
Chassis Cab To Axle/Trunion Length - 120 inch or equivalent
Chassis Wheelbase Length – 189 inch or equivalent
GVWR 33,000 LBS, 4x2
13,000 LBs Front Axle Rating
20,000 LBs Rear Axle Rating
12R22.5 Front Tire
12R22.5 Rear Tire
Engine
 Diesel
 Minimum 300 HP Engine Rating
 (Bidder encouraged to provide options for additional HP)
Allison RDS-3500 Automatic Transmission or equivalent
Air Brakes
Frame to be 120,000 Yield Strength (PSI)
Minimum 50 Gallon Fuel Tank Left Hand
Battery Box Behind Cab Right Hand
Conventional Cab
AM/FM CD Player
Cruise Control
Tinted Windshield
Tilt Steering Wheel
Block Heater
Chassis with Front Frame Extensions
Driver Controlled Locking Differential
Vinyl Split Bench Seating
Air Ride Drivers Seat
Air Conditioning
Stability test unit according to ANSI requirements.
Reflective stripe to be full length of both sides
 Either white or amber stripes are acceptable

Bed

Flatbed Body

suitable for installation in conjunction with a 42" saddle compartment on any single rear axle chassis with 120 inch CA dimension.

Treadplate Floor (1/8 Thick)

Stake Pockets on Sides and Rear of Flatbed

Flatbed Access Ladder Step for Curbside Access.

All steps to be cable style

One curbside Access

Minimum One step at rear of truck

Steps to have bottom of step no higher than 22"

(6) Recessed Embedded tie down rings located in flatbed body floor

Access Step From deck To Riding seat

Custom Chock Holders In Line Body Fender Panel

Pintle Hitch, T-125 Style (30,000 lb.), include glad hands with air

(2) Aluminum Outrigger Pads 24 X 24 X 3

Outrigger Padholder For 24 X 24 X 3 Pads, located under 1st Vertical SS and CS Compartments

Rubber Wheel Chocks (Pair)

Flatbed Mud Flap Kit

Dock Bumpers (Pair), Fixed Mounting (rectangular bumper)

Black undercoating. Underneath and side of flatbed to be painted black (from the deck and below)

Paint Body and Accessories White

Black non-skid On All Steel Walking Surfaces

Two inch curb on flatbed except where toolboxes are located

Bangboard/Rack

Pole Rack Two Pole Capacity w/ ratchet tie binders (Removable at Rear)

Secondary Boom Saddle for Offset Stowing of Derrick

Boomstow With Strobe Light Brackets.

Tool storage street side, above outrigger, for shovels, peavey, ext.

Bins

1st Vertical Street Side (LH) -

Transverse Shelf with 1" lip on top of compartment, open to curbside.

Five(5) locking swivel material hooks (0-5-0) below tail shelf.

2nd Vertical Street Side (LH) -

Five (5) Adjustable Shelves With Removable Dividers On 4 inch Centers

1st Vertical Curb Side (RH) -

Transverse Shelf with 1" lip at top of compartment, open to streetside

Three (3) sliding drawers with removable dividers on 4" centers below that shelf, full to streetside

2nd Vertical Curb-Side (RH) -

Five (5) adjustable shelves with 4" dividers

Underbed "Long tool storage"

Accessible from rear of truck with lockable latch

Minimum inside dimensions 34" x 8.5' x 5.5"

To have three fixed dividers

Lighting and Electrical

Rope Lighting in all compartments

1800W inverter installed on top of CS front compartment

in separate box with door, ventilation, and access from CS ground location.

Transverse compartment to be in the first verticals ONLY. Second verticals to be saddle pack.
Three-Point Grounding System Tying Unit Body And Chassis To A Common Ground
Incandescent Lights and reflectors in accordance with FMVSS #108 lighting package installed.
Amber Strobe Lights installed With Master Switch And Indicator Light in Chassis Cab
All warning strobes to be LED
One to be mounted on bang board streetside of boom stow
Front and rear recessed strobes mounted in bumpers

Spotlights

Remote "Go-Light" model 2067 installed on chassis hood or location TBD.
Two flood lights located on the bangboard placed to light up entire bed area

Dual Tone Back-Up With Outrigger Motion Alarm
Seven (7) Pole Electrical Trailer Plug Installed At Rear

Misc

Front bumper winch and capstan package.
(Specifications based on a Braden PD18 Hydraulic Front Winch and Bumper Package)
20,000 LBS Planetary Single-Speed Winch with Tool Box and RH Extended Shaft
Control inside Cab and At Bumper
Aluminum Capstan Head and shaft at bumper
Screw Anchor Kit including Kelly Bar Adapter and Locking Dog Assembly
Triangular reflector and flare kit. Contains 3 reflectors and 3 fuses (20 Minutes Each). Shipped loose
10 LB Fire Extinguisher & Bracket
Hannay spring-loaded hose reel with 50' of hydraulic hose assembly,
quick disconnect couplers and dust caps,
installed at rear centered behind rear outriggers under riding seat platform.
Payout to the curbside, ensure no interference with 6" side rail.
Road Cone holders front and rear

Misc. Options

Stanley Pole Tamper w/ 3 ft. Handle
Pole Puller installed on front Curb-Side Outrigger
Three Phase Auxiliary Arm Tree Assembly

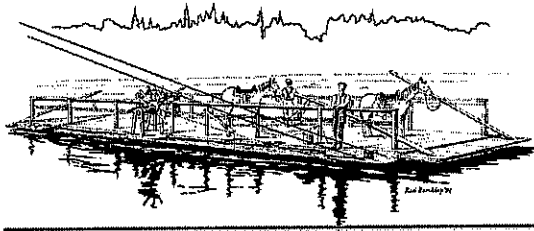
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Boom

- Electric over Hydraulic Derrick
 - Minimum Sheave Height 47 ft at maximum extension
 - Minimum Horizontal Reach 35 ft
 - Minimum Digging Radius 25 ft
- Rear Mount Pedestal,
 - Exterior Rotational Bolts at Pedestal, with No Covers (for maintenance and safety)
- Rear Mount Control Seat (captains seat work station)
 - Installed on curbside of turntable
- Turntable Winch
 - Minimum 15,000 pound rating
 - Winch to be mounted at upper end of main boom
- Digger, Two-Speed Mechanical Shift
 - Digger - Street Side Storage
 - Minimum 12,000 ft-lbs with all of the components necessary to operate digger installed
- Reservoir Assembly - includes 60 gallon reservoir, filter, and magnetic suction separator.
- Hydraulic Overload Protection and gauge
 - Electronic Side Load Protection - includes indicator gauge and lamp
- Boom Capacity requirements. and upper boom fully retracted
 - Mfg. must provide documented boom capacity chart with digger (or auger).
 - Boom must be able to lift no less than 10,000 lbs. 10' from truck
 - Boom must be able to lift no less than 1,000 lbs. at -20 degree boom angle with second stage or immediate boom fully extended
- Power Distribution Module
 - Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)
- Outriggers
 - Primary outrigger to be located in the rear and auxiliary to be located behind the cab.
 - Outriggers to be adequate to provide truck stability to current industry standards
- Carbide Teeth Auger, 24" Dia., With 2-1/2" Hex X 104" Long
- Winch Rope For Turntable Winch
- Load Line Swivel Hook, 8-1/2 Ton
- Long Tool Storage in Rear Pedestal
- Mil-Spec 5606 hydraulic oil
- Pump For Automatic Transmission
- Hydraulic (Hotshift) PTO
- Muncie PTO (Altec Standard)
- 0-8 GPM flow control divider, installed at curb side rear near tool circuit control valve, option
- Dielectric test unit according to ANSI requirements.

Options

- Radio Remote Controls, lower controls.
 - Remote Control can also be used as an upper control station with a docking station at the operator platform (option)
 - Note: Radio Remote Controls can be a stand alone system or can be used in conjunction with other control systems.
- RotaFloat System. Includes alarm and visual indicator
 - Activating this switch while digging frees the booms to rotate, thus eliminating one of the many functions needed to install screw anchors.



CITY OF BONNERS FERRY

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

Memo

To: Mayor and City Council
From: Kris Larson, Clerk/Treasurer
Date: 11/30/2012
Re: Flower Baskets

The past two years we have had mildew in our flower baskets causing them to look scraggly and die. It has been recommended that we try a different flower basket container of a natural material. This is the reason that the bid for the flower baskets is higher than in previous years. Normally, we use the plastic baskets that we purchased in 2007 for \$1,431 and just have them planted by the greenhouse.

We are still waiting on a quote from Moose Valley Farms and are hopeful to have it before the council meeting. Sugarplum Floral has a deadline of December 5th for ordering the plants if we choose to have them supply the flower baskets.

Thanks,

Kris

Sugarplum Floral & Greenhouses
P.O. Box 915
Bonnors Ferry, ID 83805
208-267-1129
208-267-1130(Fax)
Email – tafoust@gmail.com

November 26, 2012

City of Bonnors Ferry
PO Box 149
Bonnors Ferry, ID 83805

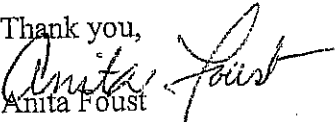
Hanging Baskets Bid 2013

75 Baskets @ \$59 each = \$4425.00
(Price at Sugarplum cost)

16" pulp planted basket - all the same with 3 color variety.
Baskets pretreated with insecticide & fungicide.
Fertilizer furnished, but applied by City of Bonnors Ferry per grower instructions.
Grower will instruct city on basket care & will be available by phone, to advise, through the growing season.

Delivered to the City of Bonnors Ferry, at no charge, approximately 1 week before Memorial Day 2013.

Bid response requested by 11/29/12

Thank you,

Anita Foust
Sugarplum Floral & Greenhouses

95/Eisenhower

95/Augusta

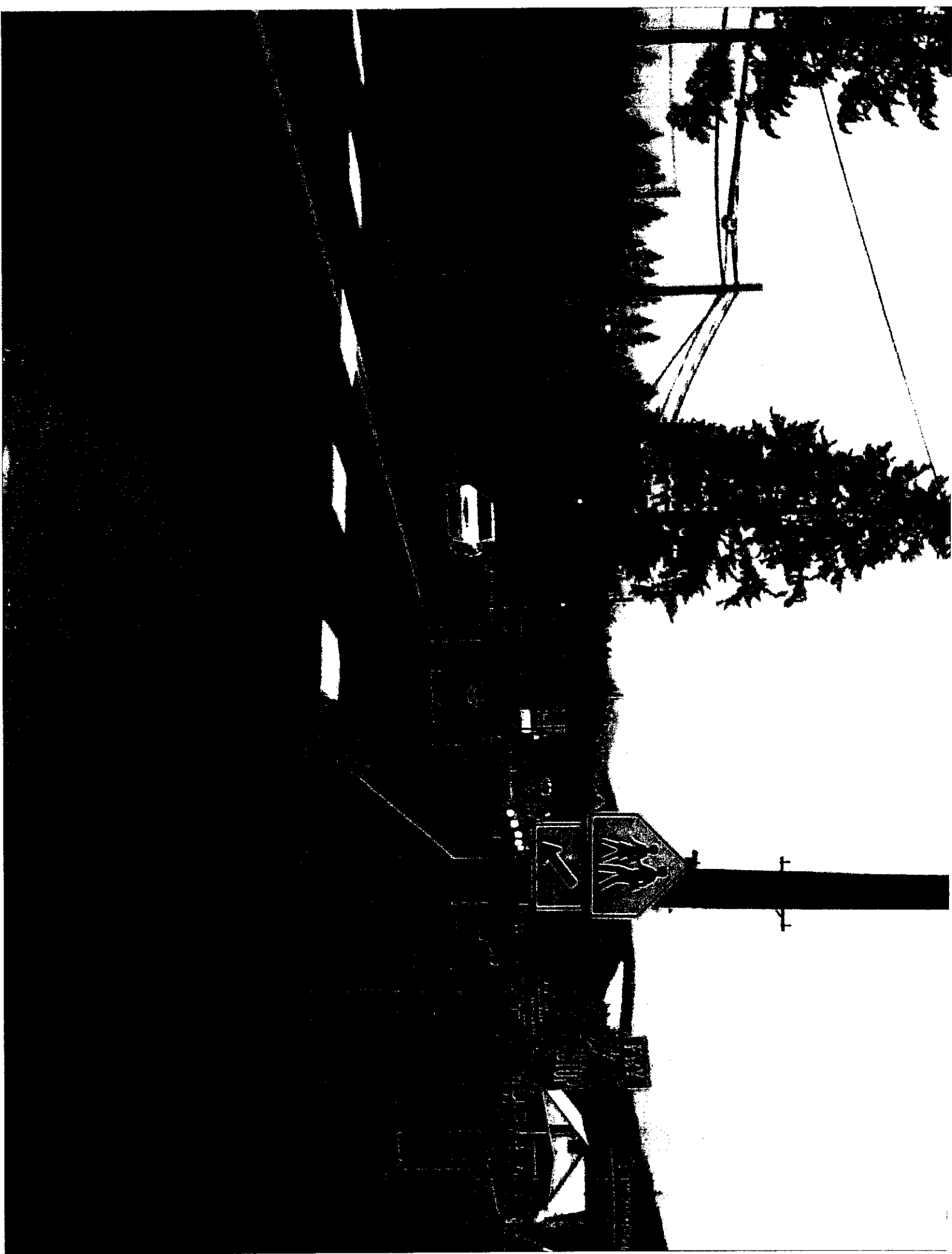
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Issue: low visibility for highway traffic to see pedestrians.

Proposal: set up orange flags for pedestrians to use when crossing highway

*I am waiting to hear back from ITD to receive a permit to allow the city to make this change. This is done in other cities and should not be a problem.

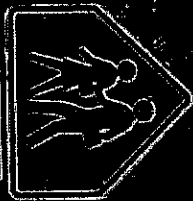
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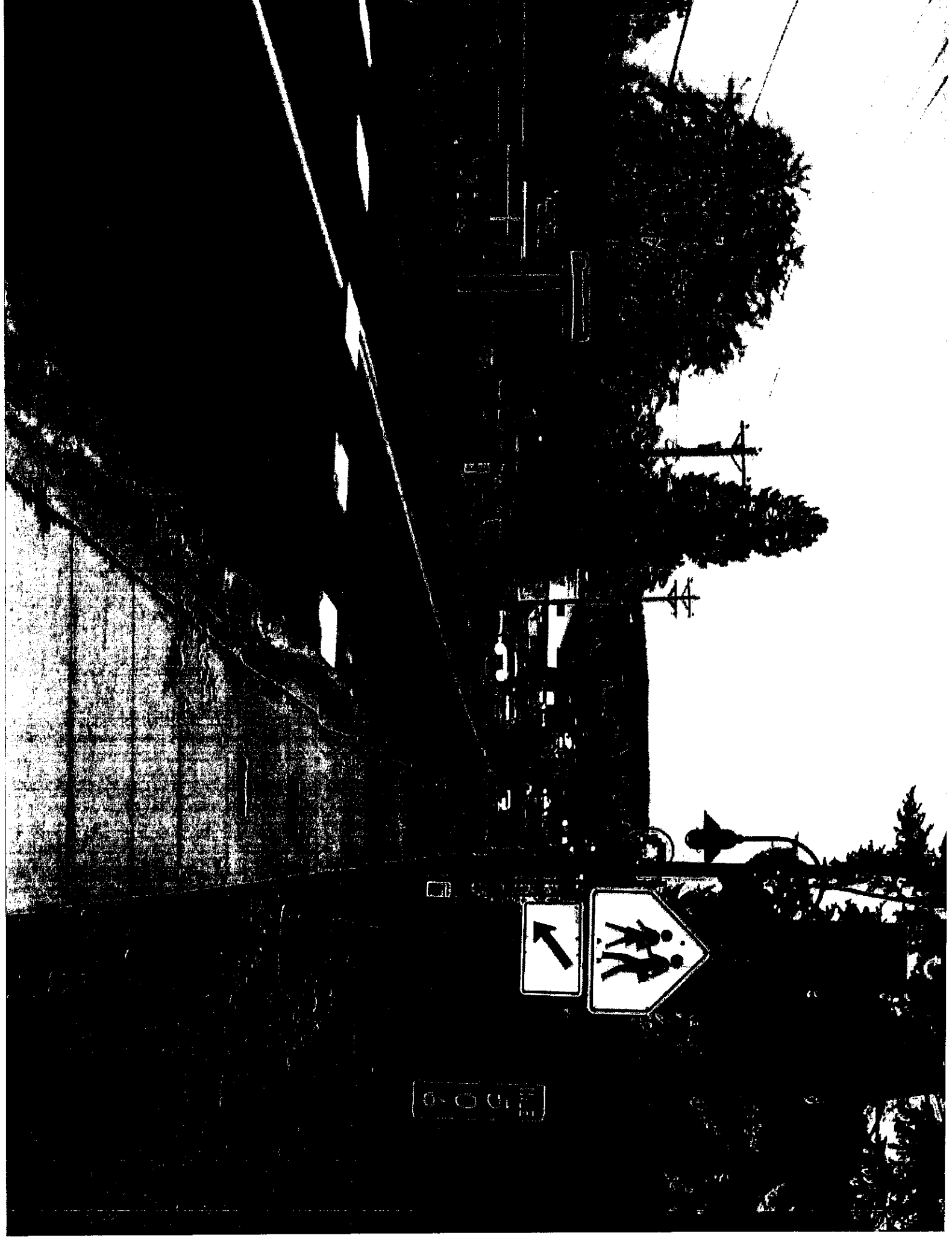
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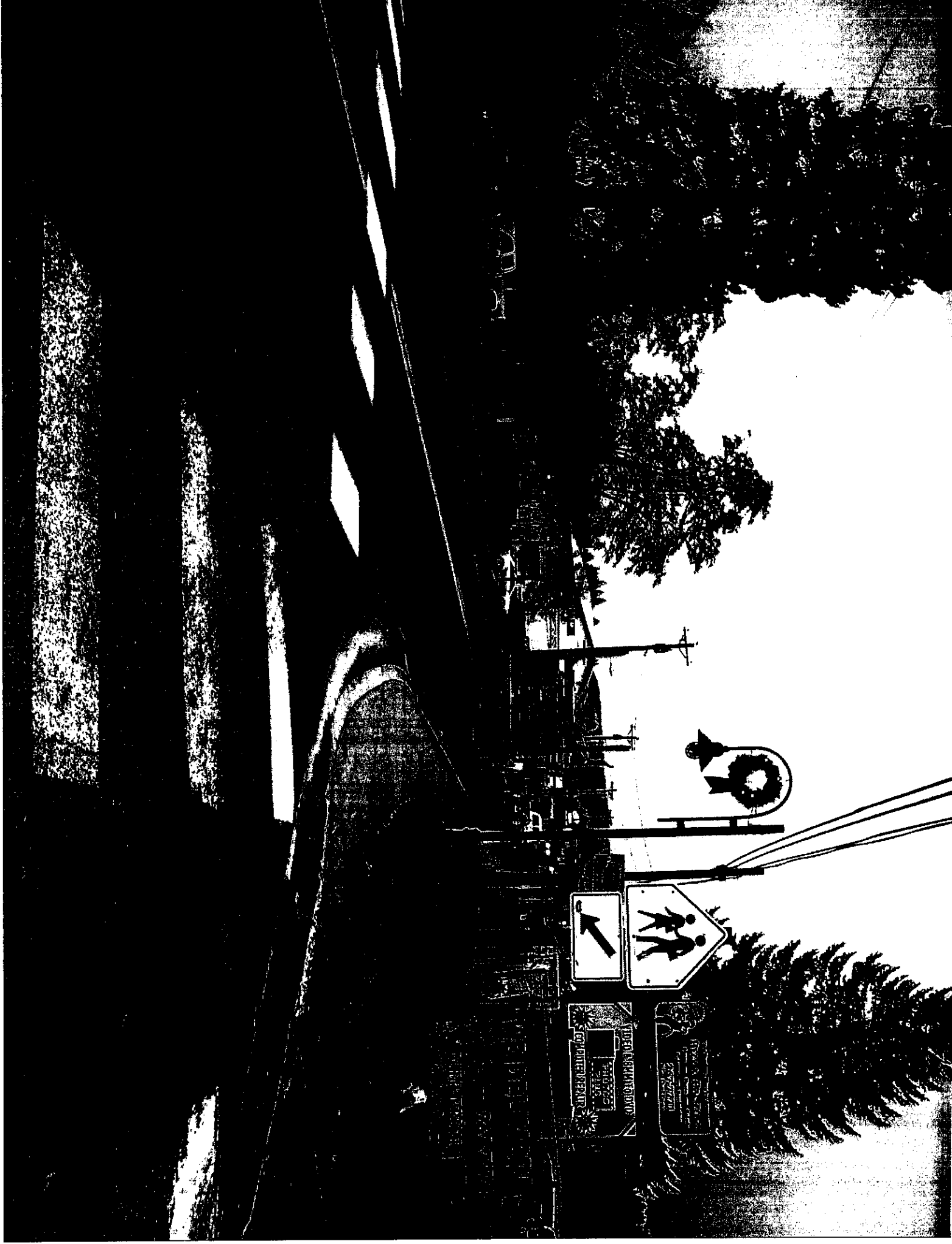


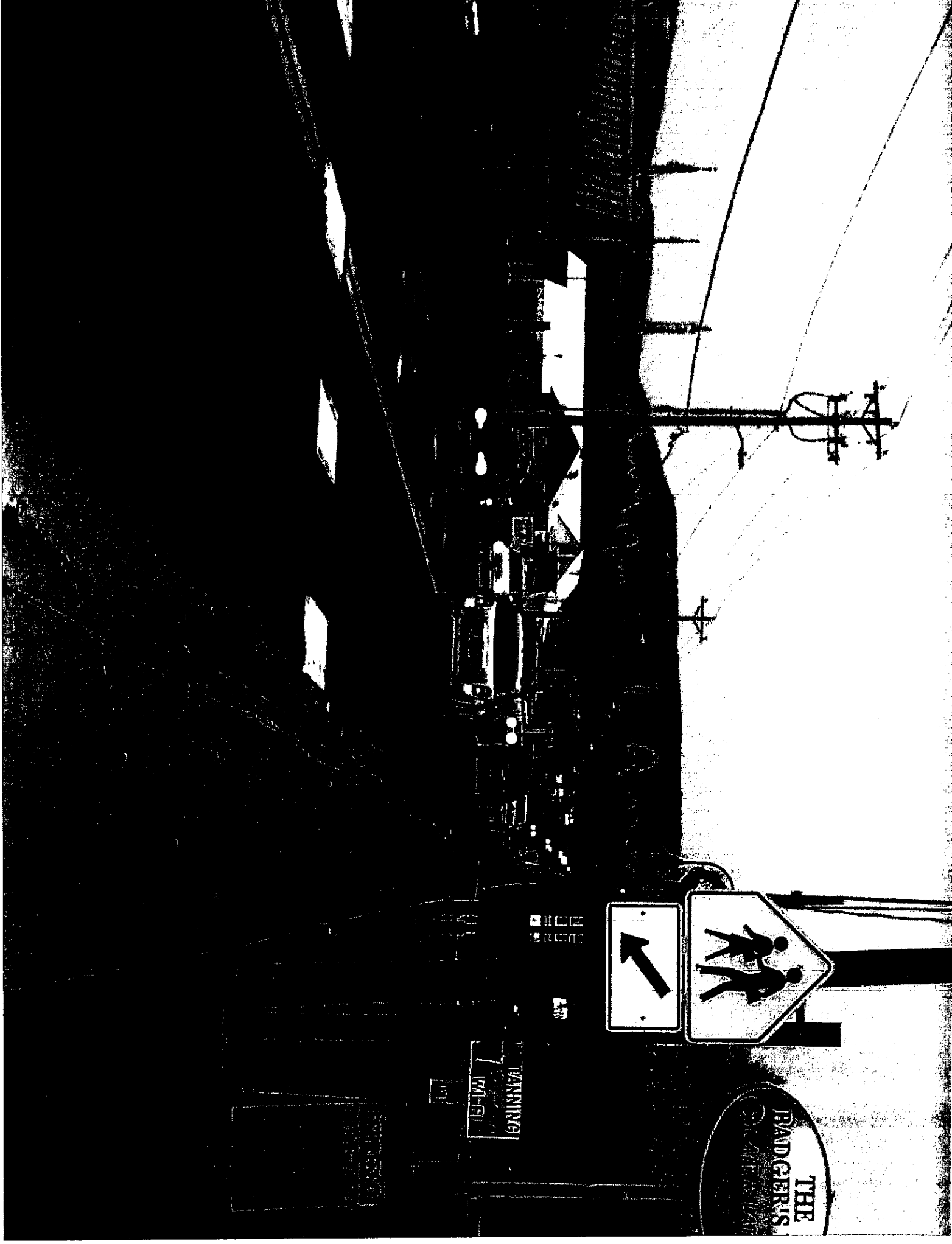
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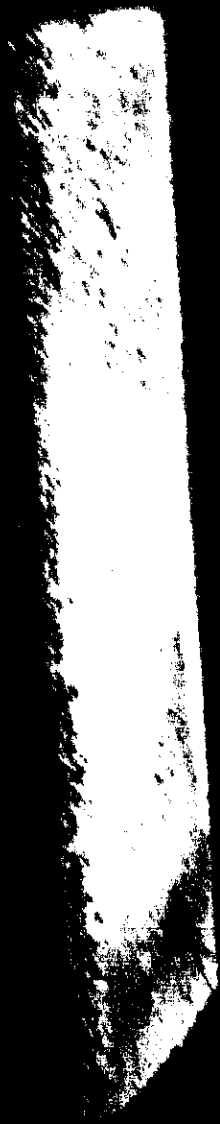
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THE BANDGERS
CANTON, MA

WANNING
W-RI





Bonnors Ferry Police

Chief Steve Benkula
208-267-4391 or 267-2412

To: Mayor Anderson and Bonners Ferry City Council

From: Chief Steve Benkula

Date: November 27, 2012

Volunteers

I have been approached by several citizens that would like to volunteer their time working with/for the police department. The use of volunteers would be a valuable tool as they would provide services to the city and the police department at no cost to the citizens.

This would be an on going project with endless possibilities. Some areas would be to help inside the department by contacting victims, cover vacations, and help update policies.

Prior to working potential volunteers would go through a background check.

Future programs that would be beneficial using volunteers are:

- Citizens on Patrol
- Traffic surveys
- Monitor crosswalks
- Minor Crime Reporting
- Accreditation standards with ICOPA

The first volunteer that I would like to have approved is Dean Satchwell. Dean is a former police officer and former police department employee. He is also a member of the Traffic Safety Committee. Dean is respected in the law enforcement community and is one of the first to approach me to volunteer his time. His experience and knowledge will be a great asset.



Wage and Hour Division (WHD)

(Revised March 2011) ([PDF](#))

Fact Sheet #8: Law Enforcement and Fire Protection Employees Under the Fair Labor Standards Act (FLSA)

This fact sheet provides general information concerning the application of the [FLSA](#) to law enforcement and fire protection personnel of State and local governments.

Characteristics

Fire protection personnel include firefighters, paramedics, emergency medical technicians, rescue workers, ambulance personnel, or hazardous materials workers who:

1. are trained in fire suppression;
2. have the legal authority and responsibility to engage in fire suppression;
3. are employed by a fire department of a municipality, county, fire district, or State; and
4. are engaged in the prevention, control and extinguishment of fires or response to emergency situations where life, property, or the environment is at risk.

There is no limit on the amount of nonexempt work that an employee employed in fire protection activities may perform. So long as the employee meets the criteria above, he or she is an employee "employed in fire protection activities" as defined in section 3(y) of the FLSA.

Law enforcement personnel are employees who are empowered by State or local ordinance to enforce laws designed to maintain peace and order, protect life and property, and to prevent and detect crimes; who have the power to arrest; and who have undergone training in law enforcement.

Employees engaged in law enforcement activities may perform some nonexempt work which is not performed as an incident to or in conjunction with their law enforcement activities. However, a person who spends more than 20 percent of the workweek or applicable work period in nonexempt activities is not considered to be an employee engaged in law enforcement activities under the FLSA.

Coverage

Section 3(s)(1)(C) of the FLSA covers all public agency employees of a State, a political subdivision of a State, or an interstate government agency.

Requirements

Hours of work generally include all of the time an employee is on duty at the employer's establishment or at a prescribed work place, as well as all other time during which the employee is suffered or permitted to work for the employer. Under certain specified conditions time spent in sleeping and eating may be excluded from compensable time.

The FLSA requires that all covered nonexempt employees be paid the statutory minimum wage of not less than \$7.25 per hour effective July 24, 2009.

The FLSA requires that all covered nonexempt employees be paid overtime pay at no less than time and one-half their regular rates of pay for all hours worked in excess of 40 in a workweek.

Section 13(b)(20) of the FLSA provides an overtime exemption to law enforcement or fire protection employees of a

public agency that employs less than five employees during the workweek in law enforcement or fire protection activities.

Section 7(k) of the FLSA provides that employees engaged in fire protection or law enforcement may be paid overtime on a "work period" basis. A "work period" may be from 7 consecutive days to 28 consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 212 (fire) or 171 (police) as the number of days in the work period bears to 28. For example, fire protection personnel are due overtime under such a plan after 106 hours worked during a 14-day work period, while law enforcement personnel must receive overtime after 86 hours worked during a 14-day work period.

Under certain prescribed conditions, a State or local government agency may give compensatory time, at a rate of not less than one and one-half hours for each overtime hour worked, in lieu of cash overtime compensation. Employees engaged in police and fire protection work may accrue up to 480 hours of compensatory time.

An employee must be permitted to use compensatory time on the date requested unless doing so would "unduly disrupt" the operations of the agency.

At the time of termination an employee must be paid the higher of (1) his or her final regular rate of pay or (2) the average regular rate during his or her last three years of employment for any compensatory time remaining "on the books" when termination occurs. For more information on state and local governments under the FLSA, see [Fact Sheet #7](#).

No covered employer may employ any minor in violation of the [youth employment provisions](#) of the FLSA. The Act establishes specific provisions concerning prohibited occupations and/or hours of employment of minors under age 18.

Covered employers must make, keep and preserve payroll-related records as described by regulations [29 CFR Part 516](#).

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

~~This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.~~



Northwest Public Power Association

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Are You Vulnerable? - 2013 ICUA Winter Meeting

Date: 1/7/2013
Time: 1:00 PM TO 4:30 PM

The Grove Hotel
245 South Capitol Blvd.
Boise, ID 83702

Phone:
(208) 333-8000

REGISTER

Who Should Attend:

Cooperative directors and senior managers.

Course Overview:

Growing consumer concerns about the economy, energy, the environment, and current business practices all represent threats to electric utilities, including those that operate under the banner of public power. This timely half-day presentation will identify specific trigger points that have caused public opposition to electric distribution and other utilities and will explain how consumers are organizing themselves to promote change. Attendees should come prepared to look analytically at their board governance and management practices and to address potential areas of vulnerability. Key topics include:

- Why "Opposition Research" needs to start with your own situation
- The public citizen experience and how consumers are organizing
- Some points of contention:
 - Failure to live up to your own principles
 - "Excessive" management compensation
 - Total board compensation and business travel
 - Board turnover
 - Power supply, energy efficiency and the green perspective
 - Identifying and guarding against ethical lapses

Instructor:

Greg Boudreaux, NRECA

Course Schedule:

Registration will begin at 12:30 p.m. and the class will run from 1:00 p.m.- 4:00 p.m.

Course Location & Hotel Information:

The Grove Hotel
245 South Capitol Blvd.
Boise, ID 83702
(208) 333-8000

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EVENT PRICING

Member Early Bird	\$250.00
Deadline 12/15/2012	
Member Standard	\$300.00

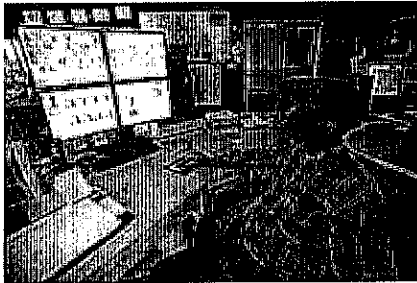
THE SPOKESMAN-REVIEW

November 25, 2012

Spokane customers using more water under cheaper rates

Jonathan Brunt
The Spokesman-Review

Tags: David Condon Spokane City Council Spokane River water water rates



Evariste Mulindangwe, a water/hydro operator with the city of Spokane Water Department, monitors all the pumping stations throughout the city in the Water System Control Room at Upriver Dam on Wednesday.

Year-to-date up 7 percent

So far, Spokane customers have used about 15 billion gallons of water this year, almost 7 percent more water than they used at the same time last year.

In the summer and fall of 2011, Spokane City Hall phone lines were crammed with angry water customers.

But that changed this summer and fall under new water rates installed by Mayor David Condon and the City Council just in time for summer watering.

"The complaints and calls we got this year were almost nonexistent," said Rick Romero, Spokane's utilities director.

Starting in 2011, the city charged water rates that lowered bills for those who used less water and increased bills, sometimes substantially, for those who used more.

After the outcry, the city re-adopted rates in May based on the system in place before the change. Those rates still encourage conservation by charging more per gallon the more a customer uses, but not at such a dramatic scale.

The controversial shift in 2011 was sparked by a desire to lower rates for the poor, who were assumed to use less water, and to conserve water. While scientists say there's no hint that Spokane's aquifer is falling, there are signs that the city's thirst for water has lowered the level of the Spokane River in late summer, which could hurt fish.

"Water pumped from the aquifer is water that is intercepted and would otherwise go to the river," said Guy Gregory, senior hydrologist at the Department of Ecology.

So far, Spokane customers have used about 15 billion gallons of water this year, almost 7 percent more water than they used at the same time last year.

City officials say that increase may be more than just a factor of the cheaper cost to use more. Hotter weather and a long period without rain also likely encouraged homeowners to keep their sprinklers on longer.

While the increased use may be a concern to conservationists, it was good for city revenue. Romero had forecast a decline of nearly \$2 million because of the new rates. The greater-than-expected use has nearly erased that deficit, Romero said.

Councilman Mike Fagan said he expected an even bigger increase in usage.

"I would have hoped that they would have gotten a little more comfortable in their use," Fagan said. "There's nothing wrong with taking some pride in homeownership."

But environmentalists say the city should not abandon efforts to conserve.

With the outcry at water rates, the city should consider other programs, including creating incentives aimed at encouraging homeowners to install landscaping that needs less watering, said Mike Petersen, executive director of The Lands Council.

"The long-term solution may be more than water rates," he said.

The current structure is based on reverting to the rates in place in 2010, adjusting for inflation and adding an extra dollar to the base rate.

A monthly water bill for 5,000 gallons, about the average monthly winter bill or bill for customers who don't water lawns, decreased by about 6 percent.

A bill for 27,000 gallons, the average amount used monthly in the summer, fell by about 30 percent.

Heavier users saw bigger reductions. A customer who used 100,000 gallons in a month, for instance, paid half as much as they did in 2011.

Spokane City Councilman Steve Salvatori said the current rates, which have a higher base rate that's paid by all residential customers, helps keep a consistent revenue flow to the Water Department in years when usage falls.

"It's a more durable and sustainable way to price our water," Salvatori said.

This fall, the City Council approved a 3.5 percent water rate increase for 2013. That's substantially less than had been forecast last year. Condon has pledged to keep increases at or below inflation. He's directed utility managers to set budgets based on rates the public can afford rather than expected costs of large construction projects. The change means the city likely will begin to borrow for the cost of some major utility upgrades.

"It's an affordability philosophy," Condon said.

Councilman Jon Snyder, who had supported the 2011 change as well as the revision approved in May, said he believes the council should create a utility commission to help set rates and answer questions like: "Are we forcing too much cost on future generations?"

"We replaced one ideology with another," Snyder said.

Get more news and information at Spokesman.com

11. Electric – Authorize Advertisement to Bid for 2012 Electric Line Truck (attachment)
12. City – Discuss 2013 Flower Baskets (attachment)
13. City – Consider Traffic Safety Committee Recommendation for No Parking Signs on Riverside Street West of First Street
14. City – Consider Traffic Safety Committee Recommendation for Orange Flags for Pedestrians Crossing Highway 95 at Eisenhower, Augusta, and Fry Streets (attachment)
15. Police – Approve Volunteers (attachment)
16. City – Approve Mayor’s Recommendation for Appointment of Silas Thompson to the Traffic Safety Committee
17. Police – Discuss 207(k) Agreement (attachment)

EXECUTIVE SESSION PURSUANT TO IDAHO CODE 67-2345, SUBSECTION 1

- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the 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.
- (c) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (d) Consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
- (e) Consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
- (f) Communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
- (g) Engage in communications with a representative of the public agency’s risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

ADJOURNMENT

NEXT MEETING DATE

INFORMATION

18. City – AIC City Officials’ Day at the Capitol is January 31, 2013 in Boise
19. Electric – 2013 ICUA Winter Meeting in Boise at the Grove Hotel on January 7, 2013 (attachment)
20. Water – Spokesman Review Article November 25, 2012 “Spokane Customers Using More Water Under Cheaper Rates” (attachment)