

Welcome to tonight's City Council meeting!

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

Vision Statement

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

AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 December 15, 2020 6:00 pm

Join video Zoom meeting: <https://zoom.us/j/17672764>
Meeting ID: 176727634
Passcode: 714097
Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Fee Hearing for new or increased fees

PUBLIC COMMENTS

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

REPORTS

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

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the December 1, 2020 Council meeting minutes and December 1, 2020 Special Council meeting minutes
4. Treasurer's Report

OLD BUSINESS

NEW BUSINESS

5. **City** – Consider adopting Resolution #2020-12-15 for new or increased fees (attachment) {action item}
6. **City** – Consider authorizing the Mayor to sign the annual contracts with local contractors (attachment) {action item}
7. **Water** – Consider authorizing the Mayor to sign pay request #1 from KG & T for the Dakota Water Main Project (attachment) {action item}
8. **Planning and Zoning** – Consider authorizing the Council President to sign the replat of Lot 4A of the Northridge Estates 1st Addition – Area of City Impact (attachment) {action item}
9. **Electric** – Consider authorizing pole relocation expenses for the Riverside Project (attachment) {action item}

ADJOURNMENT



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: December 7, 2020

RE: **Fee Increase Hearing**

The attached draft resolution and exhibit are presented to council for consideration at the public hearing on December 15, as required by Idaho Code 63-1311A. The fee resolution table is the same table as presented to Council in November of 2020, after reviewing changes suggested at the October public workshop. The table has been published in accordance with Idaho Code both on December 3 and December 10, respectfully. The notice is attached with this memo.

Once the public hearing is held, and if no additional increases are proposed, Council may then motion the following:

1. To approve Resolution #2020-12-15 as presented to modify, increase, or add appropriate fees as established from time to time by the City Council; or
2. To remand by to Staff to make specific adjustments to the fee resolution, noting that any additional fees are subject to publication costs in accordance with Idaho Code; or
3. Deny the resolution to modify, increase or add appropriate fees, siting that the adjustments are not consistent with the City costs and ask that staff hold additional workshops to determine what those costs shall be. Any additional fee adjustments are subject to publication costs in accord with Idaho Code.

Please let me know if you have any questions.

Notice is hereby given that the City Council of the Bonners Ferry, Idaho, will hold a public hearing on December 15, 2020 at 6:00 p.m. in the City Hall Council Chamber, 7232 Main Street, Bonners Ferry, Idaho, for the purpose of taking public testimony regarding the additional or increased fees listed below and to explain the reasons for such fees or increases, as prescribed by section 63-1311A of Idaho State Statute.

Table 1, Providing for the addition of new notes adding clarity around the liquor transfer fee of “per request” Addition of Taxi Cab and Background check fees to bring fee schedule into compliance with Bonners Ferry City Code, Section 3-6-5. Providing for impounding fees to offset costs paid to Second Chance Animals shelter. Providing for copying fees for only black and white after 100 pages to cover costs associated with providing copies. All fees are non-refundable

New Note	Liquor Transfer Fee	\$50	Per request
New Note	Beer & Wine Transfer Fee	\$50	Per request
New Fee	Taxi Cab annual license fee	\$0	Included with Business License Fee
New Fee	Annual Background check - Taxi Cab drivers (New)	Actual Cost of service	
New Fee	Dog Impounding	\$20	Per Offense (BFCC 5-3B-6(4))
New Fee	Copying Fees- B/W	0.10 per page	After 100 pages

Table 3 Providing for fees for zoning permit review on building permit. These new fees will cover staff’s time to review land parcel and zoning standards for compliance. This fee is in addition to the building permit fees. All fees are non-refundable

New Fee	Zoning Review - Residential (Including Manufactured Homes)	\$75	Plus actual costs with over 3-hour of review time.
New Fee	Zoning Review - Commercial Buildings	\$300	Plus actual costs with over 3-hour of review time.
New Fee	Zoning Review - Commercial Signs	\$100	Plus actual costs with over 3-hour of review time.

Table 4- Providing for a right of way permit application fee for any construction or work done within city right-of-way, including but not limited to encroachments, driveways, excavations, or modifications. The fee is will cover staff time and equipment to review, issue and inspect any work done within the right of way. All fees are non-refundable

New Fee	City ROW Permit (Encroachment, excavations, alteration etc.)	\$250	Plus City Actual Costs; city may require additional \$1,000 Bond for any work within ROW
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Table 6- City Property- Providing for fees to non-profit organizations cover expense with cleaning of the facility after each use. Parade Permit Fees. Providing for a deposit rate which would cover city's expense for cleanup should the event organizer not full fill their application obligations. Providing for a new fee for the electric vehicle charging station. The manufacturer of the station recommends a pricing structure as presented, because it represents a fair price to drivers since vehicles charge at different speeds and have different kWh needs. All fees are non-refundable

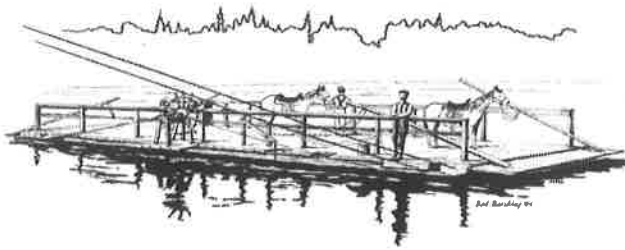
	Visitor Center Rental (Upstairs)		
New Fee	* Non Profits Organizations	\$35	Per Use
	Fire Hall		
New Fee	* Non Profits Organizations	\$35	Per Use
New Note	Other Public Agencies For both FH & VC	None	

New Fee	Parade/ Special Event Permit Fee	\$35 / Parade	\$200.00 Deposit; with 30 days notice
New Fee	Parade / Special Event Permit Fee	\$100 / Parade	\$200.00 Deposit; with less than 30 days notice

New Fee	Electric Vehicle Charging Rate (New)	\$0.25 / kWh	0.20 / Minute
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Table 8 City Equipment and Rates- Providing for rate adjustments to equipment replacement costs to align with current actual costs; these adjustments will reflect a new hourly rate charge. Providing for two new rate charges, including large and small excavator rates.

Category: City Equipment Rates (CE)	Estimated Replacement Cost	Estimated Service life	Estimate Hour Operation Cost	Hourly Rate
Backhoe	\$ 130,000.00	3,000	\$ 12.50	\$ 45.00
Bucket Truck	\$ 240,000.00	2,800	\$ 12.50	\$ 76.79
Small Bucket Truck	\$ 118,000.00	2,800	\$ 12.50	\$ 44.11
Digger Derrick Truck	\$ 200,000.00	3,800	\$ 15.00	\$ 54.47
Ditch Witch	\$ 75,000.00	2,000	\$ 15.00	\$ 43.13
Dump Truck	\$ 100,000.00	3,000	\$ 17.50	\$ 42.50
Flusher Vac Truck	\$ 500,000.00	3,500	\$ 20.00	\$ 127.14
Front End Loader	\$ 200,000.00	3,000	\$ 15.00	\$ 65.00



CITY OF BONNERS FERRY
 OFFICIAL FEE SCHEDULE
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Table 1- CITY HALL LICENSES AND PERMIT FEES

BUSINESS LICENSES & ALCOHOL PERMIT FEES			
#	Category: Business Licenses (BL)	BASE FEE (Non Refundable)	PLUS / Notes
BL 1	Business License	\$25.00 Initial Fee	\$10.00 Annual Renewal Fee
BL 2	Liquor by the Drink	\$375	
BL 3	Liquor Transfer Fee	\$50	Per request
BL 4	Beer & Wine Transfer Fee	\$50	Per request
BL 5	Beer - Consumption off premise	\$25	Per Year
BL 6	Beer - Consumption on-premise	\$75	Per Year
BL 7	Beer- Draught, Bottles or Canned	\$100	Per Year
BL 8	Wine	\$100	Per Year
BL 9	Taxi Cab annual license fee	\$0	Included with Business License Fee
BL 10	Annual Background check - Taxi Cab drivers	Actual Cost of service	
TEMPORARY LICENSES			
#	Category: Business Licenses (BL)	BASE FEE (Non Refundable)	PLUS / Notes
BL9	Peddlers, Solicitors, Hawkers, Ininerant Merchants, Transient Vendors or Canvassers:		
A	City Resident	\$35.00 / \$10.00	Per Year / Per Week
B	Non- City Resident	\$45.00 / \$15.00	Per Year / Per Week
C	Non- State Resident	\$55.00 / \$20.00	Per Year / Per Week
ANIMAL LICENSE AND IMPOUND FEES			
#	Category: Business Licenses (BL)	BASE FEE (Non Refundable)	PLUS / Notes
BL 10	Dog license fees	\$24	Per Year, Per Animal
BL11	Dog license fees- prior to Jan. 31st	\$12	Per Year, Per Animal
BL12	Dog Impounding	\$20	Per Offense (BFCC 5-3B-6(4))
BL13	Impound Storage Fee (at City Yard)	\$10	Per day
MISCELLANEOUS FEES			
#	Category- Miscellaneous (MS)	BASE FEE (Non Refundable)	PLUS/ NOTES
BL14	Non-Sufficient Check Charge	\$15	
BL15	Fire Inspection Fee	\$30	
BL16	Video Copying Fee	\$25	
BL17	Copying Fees- Color	0.25 per page	After 10 pages
BL18	Copying Fees- B/W	0.10 per page	After 100 pages

TABLE 2 –PLANNING AND ZONING- LAND USE & DEVELOPMENT			
PLANNING AND ZONING APPLICATION FEES			
#	Category: Land Use Applications (PL)	BASE FEE (Non Refundable)	PLUS
PL1	Annexation	\$500	Publication and noticing costs
PL2	Comprehensive Plan Amendment (map or text)	\$500	Publication and noticing costs
PL3	Special Use Permit	\$500	Publication and noticing costs
PL4	Modification of a Special Use Permit	\$250	Publication and noticing costs
PL5	Zone Change	\$500	Publication and noticing costs
PL6	Variance	\$500	Publication and noticing costs
PL7	Title 11 or 12 Code Amendment	\$500	Publication and noticing costs
PL8	Publication and Noticing Costs	\$150	Deposit, subject to reconciliation of actual costs
PL9	Drainage Plan- Commercial/Industrial	\$300	Publication and noticing costs
LAND USE & DEVELOPMENT- SUBDIVISIONS			
	Category: Subdivisions (PL)	BASE FEE (Non Refundable)	PLUS
PL10	Preliminary Plat Application	\$500	50.00/ Lot & Publication and Noticing Costs
PL11	Minor Plat Application	\$250	50.00/ Lot & Publication and Noticing Costs
PL12	Replat- Lot Line Adjustment	\$250	50.00/ Lot & Publication and Noticing Costs
PL13	Boundary Line adjustment (review only)	\$50	Per Parcel
PL14	Property Split Review	\$200	
PL15	Final Plat Review	\$150	Actual Cost of County Surveyor fee
PL16	Final Plat Re-Check Fee	\$150	Actual Cost of County Surveyor fee
PL17	Vacation of Right-of-way	\$250	Publication and noticing costs
PL18	Surety Agreements	\$100	
PL19	Development Agreements	\$250	Publication and noticing costs
PL20	Application Extension Requests	\$100	Publication and noticing costs
LAND USE & DEVELOPMENT- PLANNED UNIT DEVELOPMENTS (PUDS)			
	Category: Planned Unit Developments (PL)	BASE FEE (Non Refundable)	PLUS
PL21	PUD Mixed Use Development Commercial/Industrial	\$1,500	Publication and noticing costs
PL22	Residential Only	\$500	Publication and noticing costs
PL23	PUD Development Agreement	\$250	Publication and noticing costs
PL24	Amendment to Development Agreement (No public hearing required)	\$100	Actual Cost of Professional Services
PL25	Amendment to Development Agreement (public hearing required)	\$250	Publication and noticing costs
LAND USE & DEVELOPMENT- MISCELLANEOUS			
	Category: Miscellaneous (PL)	BASE FEE (Non Refundable)	PLUS
PL26	Zoning Administration Appeal	\$100	
PL27	Formal Zoning Interpretation	\$100	
PL28	Non-Conformity Determination requested by the landowner	\$100	
PL30	Codifiers Update		Actual Cost of service
PL31	Drainage Plan- Commercial/Industrial	\$300	
PL32	Extension Request	\$150	For any land use decision

TABLE 3 – BUILDING PERMIT FEES			
#	Category: Land Use Applications (PL)	BASE FEE (Non Refundable)	PLUS / Notes
BP1	Zoning Review - Residential (Including Manufactured Homes)	\$75	Plus actual costs with over 3-hour of review time.
BP2	Zoning Review - Commercial Buildings	\$300	Plus actual costs with over 3-hour of review time.
BP3	Zoning Review - Commercial Signs	\$100	Plus actual costs with over 3-hour of review time.
BP4	Building Permit Fees - New Construction	Per 2010 ICC Adopted valuation sheet - see attached	Per valuation generated by sq. foot costs
BP5	Building Permit Fees for alterations, remodels, additions etc.	1997 UBC- attached	Per valuation provided by contractor

** Failure to obtain a building permit results in a doubling of the total permit fee per BFCC 9-1-5:

TABLE 4– Utility Application and Connection Fees			
#	Category: City Water	BASE FEE (Non Refundable)	Additional Charges/Notes
UA1	City Water - Hook Up (Capitalization Fee)	\$2,929	
UA2	City Water - User Rates	See attached Rate Sheet	
UA3	City Water: Application for service - Residential	\$75	
UA4	City Water Application for Service - Commercial	\$150	
UA5	Disconnection/Reconnection Fee	\$30	
UA6	Inventory Handling Fee	20% of inventory value or \$20 whichever is greater	Applied to all customer work orders
	Category: Sewer	BASE FEE (Non Refundable)	Additional Charges/Notes
UA6	City Sewer- Hook Up (Capitalization Fee)	\$864	
UA7	City Sewer- User Rates and Charges	See attached rate sheet	
UA8	Sewer (Commercial & Residential)	\$40	
UA9	Sewer Permit and Inspection Fee	See City Billing Policy	
UA10	Inventory Handling Fee	20% of inventory value or \$20 whichever is greater	Applied to all customer work orders
	Category: Electric	BASE FEE (Non Refundable)	Additional Charges/Notes
UA11	City Electric: Electric Transformer Capacity Fee	\$500	
UA12	Residential Electric Application for service	\$200	
UA13	Disconnection/Reconnection Fee	\$30	
UA14	Door-Hanger Fee	\$25	
UA15	Commercial Electric (Single Phase)	\$330	
UA16	Commercial Electric (3-Phase)	\$530	
UA17	Pole Use Fee	\$12 / Pole	Charged annually per contract
UA18	Plowing in Electric Lines	\$1 / foot	
UA19	Electric Pole Use Franchise Fee	5%	
UA20	Inventory Handling Fee	20% of inventory value or \$20 whichever is greater	Applied to all customer work orders
Utility Application and Connection Fees			
	Category: Streets	BASE FEE (Non Refundable)	Additional Charges/Notes
UA20	City ROW Permit (Encroachment, excavations, alteration etc.)	\$250	Plus City Actual Costs; city may require additional \$1,000 Bond for any work within ROW
UA21	Burning Permit	\$0	Application Required

TABLE 5 -Mirror Lake Golf Course Fees		
Season Passes		Total Fee
	Golf Adult Season Pass	\$ 424.00
****	Golf Adult Season plus junior(s)	\$ 477.00
	Couples Pass	\$ 742.00
****	Golf Family Season Pass	\$ 795.00
**	One child 17 and under play for free per paying adult	
Adult		Total Fee
	Individual Monthly Pass (30 days)	\$ 212.00
	Couples Montly Pass (30 days)	\$ 318.00
	Discount Card - 9 Holes	\$ 171.00
	Discount Card - 18 Holes	\$ 238.50
	9-Hole Green Fees- Weekday	\$ 19.00
	9 Hole Green Fees Weekend/Holiday	\$ 21.00
	18-Hole Green Fees - Weekday	\$ 26.50
	18-Hole Green Fees-Weekend/Holiday	\$ 28.50
Junior		Total Fee
	Golf Junior Pass	\$ 53.00
	High School Golf Team Season Pass	\$ 26.50
	9-Hole Green Fees	\$ 5.00
	18-Hole Green Fees	\$ 9.50
***	High School Golf Team Player plays for free during golf season	
**	One child 17 and under play for free per paying adult	
Other		Total Fee
	Cart Trail Fee	\$ 5.00
	Season Pass Cart Trail Fee	\$ 79.50
	Golf Cart Shed Rental Bld A & B	\$ 212.00
	Golf Cart Shed Rental Bld C	\$ 265.00

** Pertains to one (1) child per paying adult; additional children pay at junior rates

*** Students may be subject to providing proof of team membership

**** Pass holder is required to list all family members at the time the season pass is purchased

TABLE 6 –CITY PROPERTY			
#	Category- City Property (CP)	BASE FEE (Non Refundable)	PLUS / Notes
CP1	Visitor Center Rental (Upstairs)		
CP1A	* Non Profits Organizations	\$35	Per Use
CP1B	* Private Individuals	\$35	Per Use
CP1C	* For Profit Business	\$100	Per Use
CP2	Fire Hall		
CP2A	* Non Profits Organizations	\$35	Per Use
CP2B	* Private Individuals	\$35	Per Use
CP2C	* For Profit Business	\$100	Per Use
CP3	Other Public Agencies For both FH & VC	None	
CITY POOL FEES / RATES			
CP3	City Pool	\$50 - First Hour	Plus \$30 for each additional hour
CP4	Pool Daily Rate	\$0	
CP5	Pool Season Pass	\$0	
CP6	Swim Lesson Rate	\$30	Per City resident; includes season pass when applicable
CP7	Swim Lessons Rate	\$40	Per Non City resident; includes season pass when applicable
PARADE PERMIT FEES			
CP8	Parade/ Special Event Permit Fee	\$35 / Parade	\$200.00 Deposit; with 30 days notice
CP9	Parade / Special Event Permit Fee	\$100 / Parade	\$200.00 Deposit; with less than 30 days notice
Electric Vehicle Charging Station			
CP10	Electric Vehicle Charging Station Rate	\$0.25 / kWh	0.20 / Minute

TABLE 7 – CITY EQUIPMENT RATES (Does not Include Operator)					
#	Category: City Equipment Rates (CE)	Estimated Replacement Cost	Estimated Service life	Estimate Hour Operation Cost	Hourly Rate
CE1	Backhoe	\$ 130,000.00	3,000	\$ 12.50	\$ 45.00
CE2	Bucket Truck	\$ 240,000.00	2,800	\$ 12.50	\$ 76.79
CE3	Small Bucket Truck	\$ 118,000.00	2,800	\$ 12.50	\$ 44.11
CE4	Digger Derrick Truck	\$ 200,000.00	3,800	\$ 15.00	\$ 54.47
CE5	Ditch Witch	\$ 75,000.00	2,000	\$ 15.00	\$ 43.13
CE6	Dump Truck	\$ 100,000.00	3,000	\$ 17.50	\$ 42.50
CE7	Flusher Vac Truck	\$ 500,000.00	3,500	\$ 20.00	\$ 127.14
CE8	Front End Loader	\$ 200,000.00	3,000	\$ 15.00	\$ 65.00
CE9	Grader	\$ 250,000.00	3,500	\$ 17.50	\$ 71.07
CE10	Pickup	\$ 35,000.00	2,000	\$ 7.50	\$ 20.63
CE11	skid steer	\$ 46,720.00	3,000	\$ 10.00	\$ 21.68
CE12	Sweeper	\$ 150,000.00	3,000	\$ 30.00	\$ 67.50
CE13	Water Truck	\$ 143,320.00	3,000	\$ 12.50	\$ 48.33
CE14	Large Excavator	\$ 100,000.00	3,000	\$ 12.50	\$ 37.50
CE15	Medium Excavator	\$ 64,000.00	3,000	\$ 12.50	\$ 28.50
CE16	Small Excavator	\$ 30,000.00	3,000	\$ 12.50	\$ 20.00

*** Hourly Charge rate equals replacement cost divided by hourly life, multiplied by 75%, plus operational cost. Salvage value assumed at 25%

TABLE 8 – CITY FIRE DEPT. EQUIPMENT AND PERSONNEL			
#	Category: Fire Department Equipment (FD)	Cost / Hour	PLUS / Notes
FD1	Engine 1	\$150	
FD2	Engine 2	\$150	
FD3	Ladder 1	\$150	
FD4	Brush 1	\$100	
FD5	Brush 2	\$100	
FD6	Water Tender- City	\$150	
FD7	Water Tender- 1,200 Gallon	\$175	
FD8	Hazmat Trailer	\$150	
FD9	Support 1	\$100	
FD10	Rescue 1	\$175	
FD11	Unit 51	\$50	
#	Category: Fire Department Personnel (FD)	Cost / Hour	PLUS / Notes
FD13	Fire Officer	\$15	
FD14	Firefighter	\$15	
FD14	Engineer	\$15	
FD14	Hazmat Tech I &II	\$45	

City Electric Rates

Electric Rate Classes	Monthly Base Rate	Kilowatt per hour Charge	Demand Rate
(*Denotes Outside City Limits)			
Residential	\$11.72	0.0671	\$ -
*Residential	\$16.69	0.0671	\$ -
Interdepartmental	\$11.72	0.0644	\$ -
*Interdepartmental	\$16.69	0.0644	\$ -
Interdepartmental	\$36.74	0.0644	\$ -
*Interdepartmental	\$46.78	0.0644	\$ -
Interdept. w/Demand	\$11.72	0.0470	6.715
*Interdept. w/Demand	\$16.69	0.0470	6.715
Interdept. w/Demand	\$36.85	0.0470	6.715
*Interdept. w/Demand	\$46.78	0.0470	6.715
*Pumping & Drainage	\$46.78	0.0644	\$ -
Pumping & Drainage	\$11.72	0.0543	6.715
*Pumping & Drainage	\$16.69	0.0543	6.715
Pumping & Drainage	\$36.74	0.0543	6.715
*Pumping & Drainage	\$46.78	0.0543	6.715
Self Consumed	\$11.72	0.0644	\$ -
*Self Consumed	\$16.69	0.0644	\$ -
Self Consumed	\$36.74	0.0644	\$ -
*Self Consumed	\$46.78	0.0644	\$ -
Self Cons. w/ Demand	\$11.72	0.0470	6.715
*Self Cons. w/ Demand	\$16.69	0.0470	6.715
Self Cons. w/ Demand	\$36.74	0.0470	6.715
*Self Cons. w/ Demand	\$46.78	0.0470	6.715
Small Commercial	\$11.72	0.0644	\$ -
*Small Commercial	\$16.69	0.0644	\$ -
Small Commercial	\$36.74	0.0644	\$ -
*Small Commercial	\$46.78	0.0644	\$ -
Large Commercial	\$11.72	0.0470	6.715
*Large Commercial	\$16.69	0.0470	6.715
Large Commercial	\$36.74	0.0470	6.715
*Large Commercial	\$46.78	0.0470	6.715
Secondary Industrial	\$36.74	0.0493	5.763
*Secondary Industrial	\$46.78	0.0493	5.763
Primary Industrial	\$36.74	0.0493	5.293
*Primary Industrial	\$46.78	0.0493	5.179
Large Industrial	\$13,429.08	0.0291	4.890
Street Lights	\$4.59	\$ -	\$ -
Security Lights	\$8.37		

City Sewer and Garbage Rates

Sewer Rate Types	Code	Base Rate	Use	Rate	Per
Residential	SR01	\$ 38.51	Unlimited		
Interdepartmental	SC07	\$ 38.51	Unlimited	\$ 38.51	EDU
Small Commercial	SC20	\$ 38.51	Unlimited	\$ 38.51	EDU
Commercial	SC21	\$ 38.51	Unlimited	\$ 38.51	EDU
Industrial	SI31	\$ 38.51	Unlimited	\$ 38.51	EDU

City Garbage	BASE FEE (Non Refundable)		Notes
	City Garbage- User Rates and Charges	\$12 / month	

City Water Utility Rates

Water Type	Code	Base Rate	Use in Cubic Ft.	Overage Rate	Per
RESIDENTIAL (Minimum)	WOFF01	\$ 46.60	OFF @ CURB		
Metered		\$ -			
RESIDENTIAL <1" to 1"	WR101	\$ 54.98	0-1300	0.02209564	Cubic Foot
		\$ -		0	
RESIDENTIAL 1.5"	WR1.501	\$ 100.10	0-1300	0.02209564	Cubic Foot
FIRE LINES	WFL	\$ -	FIRE ONLY	12.85676	Inch
CHECK METERS	WCH	\$ 57.64		0	
COMMERCIAL < 1"	WC1	\$ 57.64	0-200	0.02316874	Cubic Foot
COMMERCIAL 1"	WC1	\$ 57.64	0-200	0.02316874	Cubic Foot
COMMERCIAL 1.5	WC1.5	\$ 139.82	0-200	0.02316874	Cubic Foot
COMMERCIAL 2"	WC2	\$ 180.89	0-200	0.02316874	Cubic Foot
COMMERCIAL 3"	WC3	\$ 233.87	0-200	0.02316874	Cubic Foot
COMMERCIAL 4"	WC4	\$ 460.31	0-200	0.02316874	Cubic Foot
INDUSTRIAL < 1"	WI1	\$ 57.64	0-200	0.02316874	Cubic Foot
INDUSTRIAL 1.5"	WI1.5	\$ 139.82	0-200	0.02316874	Cubic Foot
INDUSTRIAL 2"	WI2	\$ 180.89	0-200	0.02316874	Cubic Foot
INDUSTRIAL 3"	WI3	\$ 233.87	0-200	0.02316874	Cubic Foot
UNUSED SERVICE	WOFF	\$ 46.60			
NON-METERED <1"	WN1	\$ 93.02	UNLIMITED		
NON-METERED 1"	WN 1	\$ 93.02	UNLIMITED		
		\$ -			
		\$ -			
Commercial rate code plus MD for Multi-dwelling Units		\$78.08 plus \$18.06 per unit	0-1800	0.02316874	Cubic Foot
Bulk Water Rate		\$100	0-35,000 gallons		

X for outside city limits

- 01 Residential
- 07 Interdepartmental
- 09 Pumping & Drainage
- 11 Self Consumed
- 20 Small Commercial
- 21 Commercial
- 31 Industrial
- 51 Street Lighting

Building Valuation Data – February 2010

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2010. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2009 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and

does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB
 Area: 1st story = 8,000 sq. ft.
 2nd story = 8,000 sq. ft.
 Height: 2 stories
 Permit Fee Multiplier = 0.0075
 Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$140.34/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$140.34/sq. ft x 0.0075
= \$16,841

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c, d}

Group (2009 International Building Code)	1A	1B	2A	2B	3A	3B	4	5A	5B
A-1 Assembly, theaters, with stage	204.81	197.86	192.77	184.35	172.91	168.11	177.81	158.10	151.39
A-1 Assembly, theaters, without stage	187.37	180.42	175.33	166.91	155.51	150.71	160.37	140.70	133.99
A-2 Assembly, nightclubs	155.74	151.36	147.50	141.90	133.46	129.73	136.94	121.02	116.96
A-2 Assembly, restaurants, bars, banquet halls	154.74	150.36	145.50	140.90	131.46	128.73	135.94	119.02	115.96
A-3 Assembly, churches	189.22	182.27	177.18	168.76	157.33	152.53	162.22	142.51	135.80
A-3 Assembly, general, community halls, libraries, museums	158.87	151.92	145.83	138.41	125.97	122.17	131.88	111.16	105.45
A-4 Assembly, arenas	186.37	179.42	173.33	165.91	153.51	149.71	159.37	138.70	132.99
B Business	158.40	152.65	147.57	140.34	127.30	122.71	134.52	111.91	106.66
E Educational	171.53	165.59	160.55	153.20	141.88	134.72	147.92	123.99	119.32
F-1 Factory and industrial, moderate hazard	93.92	89.61	84.47	81.69	73.14	69.92	78.41	60.23	56.97
F-2 Factory and industrial, low hazard	92.92	88.61	84.47	80.69	73.14	68.92	77.41	60.23	55.97
H-1 High Hazard, explosives	88.02	83.71	79.57	75.79	68.42	64.20	72.51	55.51	N.P.
H234 High Hazard	88.02	83.71	79.57	75.79	68.42	64.20	72.51	55.51	51.25
H-5 HPM	158.40	152.65	147.57	140.34	127.30	122.71	134.52	111.91	106.66
I-1 Institutional, supervised environment	159.09	153.50	148.95	142.51	130.74	127.30	138.80	117.44	112.84
I-2 Institutional, hospitals	266.39	260.64	255.56	248.33	234.50	N.P.	242.51	219.11	N.P.
I-2 Institutional, nursing homes	185.59	179.83	174.76	167.53	154.81	N.P.	161.71	139.41	N.P.
I-3 Institutional, restrained	180.47	174.72	169.64	162.41	150.60	145.01	156.59	135.20	127.96
I-4 Institutional, day care facilities	159.09	153.50	148.95	142.51	130.74	127.30	138.80	117.44	112.84
M Mercantile	115.80	111.42	106.56	101.96	93.15	90.42	97.00	80.71	77.65
R-1 Residential, hotels	160.44	154.84	150.29	143.85	132.24	128.80	140.31	118.95	114.35
R-2 Residential, multiple family	134.26	128.66	124.11	117.67	106.72	103.28	114.78	93.42	88.82
R-3 Residential, one- and two-family	124.88	121.41	118.43	115.31	111.07	108.19	113.40	104.09	97.95
R-4 Residential, care/assisted living facilities	159.09	153.50	148.95	142.51	130.74	127.30	138.80	117.44	112.84
S-1 Storage, moderate hazard	87.02	82.71	77.57	74.79	66.42	63.20	71.51	53.51	50.25
S-2 Storage, low hazard	86.02	81.71	77.57	73.79	66.42	62.20	70.51	53.51	49.25
U Utility, miscellaneous	68.13	64.29	60.15	56.88	50.70	47.41	54.03	39.33	37.47

- Private Garages use Utility, miscellaneous
- Unfinished basements (all use group) = \$15.00 per sq. ft.
- For shell only buildings deduct 20 percent
- N.P. = not permitted

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
December 1, 2020
6:00 pm**

Mayor Dick Staples called the Council meeting of December 1, 2020 to order at 6:00 pm. Present for the meeting were: Council Members Rick Alonzo, Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Clerk/Treasurer Christine McNair, City Administrator Lisa Ailport, City Attorney Andrakay Pluid, City Engineer Mike Klaus and Economic Development Coordinator Dennis Weed. Members of the public present were: Marciavee Cossette, Jerry Higgs, David Clark, Denise Crichton, Carolyn Testa and John Birrell.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Jerry Higgs said a full-size wolf was behind his shop yesterday morning.

Carolyn Testa said there was a record number of runners (259) at the Turkey Trot and a flatbed truck was full of donated food for the food bank.

REPORTS

City Administrator Lisa Ailport said the reimbursement request was sent to Idaho DEQ for the electric vehicle charging station.

City Engineer Mike Klaus said the well house is close to being completed. The fiber needs to be connected to the scada system, fencing is in progress and the hydraulic connection is almost done. Last Tuesday, BNSF approved pulling the pipe through the current pipe under the tracks. The Water Department started on the Northside booster station. The underdrain project for filter #1 is scheduled for February. The spillway project is advertising next week in the Bonners Ferry Herald and the Spokesman Review. Mike will be working on the FERC reports this month. Mayor Staples asked when the bid opening will be. Mike said January 13, 2021. Ron asked if the water from the new well house goes to the treatment plant. Mike said it does. Adam asked if the spillway project will all be bid as one project. Mike said it will be.

Economic Development Coordinator Dennis Weed said CBS news New York was in town last week. The main focus was how businesses are doing with the border being closed.

Urban Renewal District Dennis Weed said they are \$10,000 ahead of where they thought they would be.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the November 17, 2020 Council meeting minutes

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

OLD BUSINESS

NEW BUSINESS

4. **City** – Consider the revised Drug and Alcohol Testing Policy (attachment) {action item}

Andrakay said there was some confusion regarding when an employee needs to have a drug test. The policy had not been revised since its inception, so some things were removed and some added to make the policy clearer. Adam Arthur moved to approve the revised Drug and Alcohol Testing Policy. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

5. **City** – Consider the revised Personnel Policy regarding On-Call/Standby duty (attachment) {action item}

Lisa said this is to create an equal policy for all employees. The main change was weekend duty. Ron asked if all the departments are the same now. Lisa said yes. Valerie asked which department will see an increase in the budget. Lisa

said the Water and Sewer Department. Mayor Staples asked if the two hours is overtime or straight time. Lisa said it is overtime. Ron Smith moved to adopt the Personnel Policy as amended on On-Call and Standby duty. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

6. **City** – Consider the revised Reserve Levels Policy (attachment) {action item}

Mike said this policy has been in effect for several years. The intention is to set a methodology, since every year the amount will change. Mike reviewed the spreadsheet for the proposed methodology. Valerie thanked Mike for his efforts. Valerie asked if there should be a deadline for the completion of this information. Valerie asked if it can be approved if the changes haven't been made. Valerie Thompson moved to rescind the current Contingency Policy and adopt the Reserve Levels Policy with the addition of the calculations being completed prior to the budget workshop every year. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

7. **City** – Consider authorizing the Mayor to sign the Memorandum of Understanding with the Boundary County Sheriff regarding cleaning of the Moyie Dam trash racks (attachment) {action item}

Andrakay said the City has been using the Search and Rescue Divers to clean and inspect the trash racks. If a professional company was hired to do this the cost would be significantly more. Valerie asked if there is certain time period when this needs to be done. Andrakay said that is at the direction of the City Engineer. Rick Alonzo moved to authorize the Mayor to sign the Memorandum of Understanding with the Boundary County Sheriff regarding cleaning of the trash racks. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

8. **City** – Consider authorizing the Mayor to sign the 2021 beverage licenses pending receipt of payment and proper documentation (attachment) {action item}

Christine said we have received most of the applications and payments for next year's licenses, she is asking for approval of all of the licenses on the list that way when we receive payment and proper documentation the licenses can be issued without waiting for a Council meeting. Valerie Thompson moved to authorize the Mayor to sign the 2021 beverage licenses pending receipt of payment and proper documentation. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

9. **City** – Discuss the cleaning position for the Visitors Center and City Hall (attachment) {action item}

Christine said the previous contract ended and we are interested in finding another person to clean. This position is required to clean the Visitors Center restrooms twice a day, every day and City Hall is twice a week. Mayor Staples said the previous contract had different amounts paid based on the month and he wants it to be the same every month. Adam asked if the Fire Hall was included in the previous contract. Christine said it was on a as requested basis. Valerie asked if there will be an increase in the dollar amount of the contract. Christine said that is up to Council. The previous contract was \$24,000 per year. The Street Department is currently cleaning the Visitors Center restrooms and everyone at City Hall is pitching in where necessary. Rick Alonzo moved to advertise for the cleaning position for the Visitors Center and City Hall at the rate of \$2,000 per month with cleaning done prior to 8:30 am and between 5:00 – 6:00 pm. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

10. **Executive Session** – Executive session pursuant to Idaho Code 74-206, subsection 1 (a) to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general

This was the wrong subsection a special meeting with the correct subsection was scheduled.

ADJOURNMENT

The meeting adjourned at 6:59 pm.

INFORMATION

11. Draft agreement with the Federal Highway Administration to move Electric infrastructure on Riverside Road (attachment)

**MINUTES
SPECIAL CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
December 1, 2020
6:30 pm**

Mayor Dick Staples called the Special Council meeting of December 1, 2020 to order at 7:04 pm. Present for the meeting were: Council Members Rick Alonzo, Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Clerk/Treasurer Christine McNair, City Administrator Lisa Ailport, City Attorney Andrakay Pluid, City Engineer Mike Klaus and Economic Development Coordinator Dennis Weed. Members of the public present were: Marciavee Cossette, Jerry Higgs, David Clark, Denise Crichton, Carolyn Testa, John Birrell.

NEW BUSINESS

1. **Executive Session** – Executive session pursuant to Idaho Code 74-206, subsection 1 (b) to 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

Adam Arthur moved to enter into executive session pursuant to Idaho Code 74-206, subsection 1 (b) to 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. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

Entered executive session at 7:04 pm
Executive session ended at 7:30 pm with no action taken.

ADJOURNMENT

The meeting adjourned at 7:30 pm.

RESOLUTION #2020-12-15

**RESOLUTION ADOPTING FEE SCHEDULE FOR
THE CITY OF BONNERS FERRY**

WHEREAS, the City Council of the City of Bonners Ferry has determined that the revised and newly proposed fees as included in this Resolution and attachments herein incorporated by reference are appropriate and reasonably related to the purpose for which such fees are charged; and,

WHEREAS, a public hearing was held pursuant to Idaho Code § 63-1311A, at which the Council considered public input on such proposed fees.

IT BE AND IS HEREBY resolved by the Mayor and City Council pursuant to Ordinance Number 477 of the City of Bonners Ferry, that Schedule "A" attached hereto is adopted as the list of all charges for licenses, permits, fees, assessments, rates, and charges by the City.

Excepted from this schedule are such fees, charges, and assessments as established by contract or agreement for goods/services to be provided by the City which are not generally available to or in demand by the general public, franchise fees or fees charged in lieu of taxes, criminal or punitive fines or penalties, taxes or assessments upon real property that are paid to and collected by the Boundary County Treasurer.

The City Clerk shall, at all times, keep a copy of this resolution and attached Schedule "A" posted in a conspicuous place in City Hall and make copies of said schedule available to members of the public upon request.

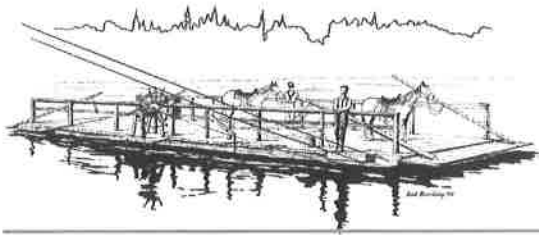
APPROVED by the Bonners Ferry City Council on this ____ day of _____, 2020.

City of Bonners Ferry

James R. Staples, Mayor

ATTEST:

Christine McNair, City Clerk



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: December 10, 2020

RE: 2020 Contractor Rates-Services and Rentals

It is that time of year again where we are looking to approve our yearly contracts with location contractors for various heavy equipment services and hourly rentals rates for the 2021 calendar year. The purpose of doing these contracts at the first of the year allows city staff to use these hourly rates in the event of an emergency or imminent need without the concern for negotiating an hourly rate at the time of need.

I recommend that Council authorize the Mayor to sign contracts with Mike Kelly Excavating, Mastre, KG&T, and Wink for various contracting services for the 2021 calendar year.

Please let me know if you have any questions.

INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

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

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

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

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

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

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

CONTRACTOR will work at various times as directed by the City from January 1, 2021 and continue until December 31, 2021 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:

By Sam Staples
(Name)

By _____
Dick Staples, MAYOR

Its President
(Title or Office)

ATTEST:

Christine McNair, Clerk

WITNESS:

(Signature of Witness or Notary Public)

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

INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Excavation and Heavy equipment services

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

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

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

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

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

CONTRACTOR will work at various times as directed by the City from January 1, 2021 and continue until December 31, 2021 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

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

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

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

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

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

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

Total not to exceed _____ See attached bid proposal.

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

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

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for

damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

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

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

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

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By _____
(Name)

By _____
James R. Staples, MAYOR

Its _____
(Title or Office)

ATTEST:

Christine McNair, Clerk

WITNESS:

(Signature of Witness or Notary Public)

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

INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Excavation and heavy equipment services

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

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

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

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

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

CONTRACTOR will work at various times as directed by the City from January 1, 2021 and continue until December 31, 2021 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

The sum of \$ 145, per hour for 55,000lb CAT Excavator work.

The sum of \$ 60, per hour for an additional Labor if required.

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

The sum of \$ 150, per hour for D6 Dozer or 650 K work.

Total not to exceed _____. See attached bid proposal.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:

By _____
(Name)

By _____
James R. Staples, MAYOR

Its _____
(Title or Office)

ATTEST:

Christine McNair, Clerk

WITNESS:

(Signature of Witness or Notary Public)

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

INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Excavation, pumping, and portable toilets

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

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

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

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

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

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

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

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

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

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

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

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

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

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

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

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

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

Total not to exceed _____ . See attached bid proposal.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By _____
(Name)

By _____
James R. Staples, MAYOR

Its _____
(Title or Office)

ATTEST:

Christine McNair, Clerk

WITNESS:

(Signature of Witness or Notary Public)

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



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: December 10, 2020
To: City Council
From: Mike Klaus, City Engineer
Subject: **Water - Dakota Water Main Project - KG&T Pay Request #1**

KG&T Septic is nearly complete with the Dakota Water Main project, and intends to submit Pay Request #1 on December 15th. I am hoping that there will be sufficient time to review the request prior to the Council meeting on that same day, so that I can provide a recommendation for payment by the time of the Council meeting.

Please contact me with any questions about this project.

Thank you,

Mike



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: December 10, 2020

RE: **Replat of Lot 4A, Northridge Estates 1st Addition- Boundary County Area of City Impact**

The attached plat is up for consideration by the City Council pursuant to our area of city impact (ACI) agreement with the County. The current agreement requires that council approve all land divisions or re-plats within our designated ACI. The proposed adjusted lot does not seek any utility services by the city. There are no additional services anticipated to serve this future replatted lot.

The Mayor's conflict on this plat requires that signature of the plat shall be by the Council President.

I would recommend approval of the replat of Lot 4A, Northridge Estates 1st Addition and would authorize the Council President to sign the final plat once it is presented to the City for signature.

Please let me know if you have any questions.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: December 10, 2020
To: City Council
From: Mike Klaus, City Engineer
Subject: Request from the Western Federal Lands Highway Division (WFLHD) to move Electric Infrastructure on Riverside Road

The City has been working with Boundary County and the WFLHD to relocate our electric infrastructure to help accommodate a Boundary County project to widen Riverside Road from City limits extending west to the game refuge.

Attached is a request from WFLHD to relocate approximately 30 poles on Riverside Road, from City limits to Deep Creek. As the letter states, the cost of relocation has not been exactly estimated, and the party bearing the cost is yet to be determined.

In the past, I estimated that the electric relocation would cost the City approximately \$220,000. At the time of the estimate, no specifics were really known regarding where the poles would need to be moved to facilitate the project. I am currently working with our Electric department to determine how many poles city staff can move, versus how many would need to be moved by a contractor.

My goal at this point is to begin relocating poles that our staff can move and develop plans and specifications for moving the remaining poles. Once I have the plans and specifications complete, I can then get quotes or bids for the work. With this memo, I am requesting that Council approve staff to spend up to \$100,000 to begin moving poles. This amount is intended to cover materials, City labor, and equipment to move poles and electric infrastructure that City staff is able to complete.

In the near future I will come to Council with additional requests to fund contracts for the pole moves that we cannot complete ourselves.

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

Thank you,
Mike



U.S. Department
of Transportation

**Federal Highway
Administration**

Western Federal Lands Highway Division
610 E. Fifth Street
Vancouver, WA 98661
Phone 360-619-7700
Fax 360-619-7846

December 9, 2020
{Sent via Electronic Mail}

Mike Klaus, P.E., City Engineer
City of Bonners Ferry
P.O. Box 149
Bonners Ferry, ID. 83805
mklaus@bonnersferry.id.gov

Subject: Power Pole Relocation Request
FHWA Project "ID BOUNDARY 5806(1) Riverside Road"

Mr. Klaus:

The Federal Highway Administration's Western Federal Lands Highway Division (WFLHD), in cooperation with the City of Bonners Ferry, Boundary County, and Kootenai National Wildlife Refuge, plans to reconstruct about 4.5 miles of Riverside Road, from the West edge of Bonners Ferry (M.P. 4.22) west to the refuge facilities at Kootenai National Wildlife Refuge (M.P. 8.75). The project includes constructing an all-season pavement structure, road widening, re-alignment in some areas, and raising grade and improving drainage structures. Construction activities are scheduled to begin in April, 2021.

The design and construction plans are finalized for the subject project, and WFLHD now requests the City of Bonners Ferry begin, at its earliest convenience, to relocate those overhead power facilities, which are listed in the enclosed spreadsheet, in conflict with road construction. The conflicts have been identified by Bonners Ferry and WFLHD over the past several months via phone calls, emails, and site visits. Though the relocation cost estimate and utility agreement between the City, Boundary County, and WFLHD have not yet been finalized, it is critical for the relocation work to begin and be completed as much as practical before road construction commences in the Spring, to reduce the possibility of conflict between the utility relocation work and road construction.

Please call or email me with questions about this request and the power facilities relocation effort. I look forward to working with Bonners Ferry, and with the other utility interests, on a timely, cost-effective relocation effort to help ensure the successful completion of the road project. My office phone is (360) 619-7813, and my work email is brandon.stokes@dot.gov.

Sincerely,

Brandon Stokes, P.E.,
FHWA Project Manager

BS/

Enclosures (2)

ecc: Renee Nelson, Road & Bridge Co-Superintendent, Boundary Co., ID
Randy Morris, Road & Bridge Co-Superintendent, Boundary Co., ID
Mike Wanchick, Utilities Team Lead, WFLHD, WA
Rick Vanderbeek, Realty Specialist, CFLHD, CO