

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
July 20, 2021
6:00 pm

Join video Zoom meeting: <https://zoom.us/j/17672764>

Meeting ID: 176727634

Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

REPORTS

Police/Fire/City 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 July 6, 2021 Council meeting minutes, July 12, 2021 Special Council meeting minutes
4. Authorize the Mayor to sign the contract with Elavon for credit card services
5. Authorize the Mayor to sign the lease with Quadient for a folder/insertor
6. Authorize the Mayor to sign pay request #1 from S & L Underground for the Moyie Hydro Concrete Rehabilitation Project

OLD BUSINESS

NEW BUSINESS

7. **Planning** – Hearing to consider appeal request from Robert Sanborn regarding Administrative Decision regarding a property split (attachment) {action item}
8. **City** – Discuss authorizing the Mayor to sign a temporary easement across the golf course property for logging access to Mai property (attachment) {action item}
9. **Street** – Discuss the bid from Wink, Inc for construction of Garden Lane (attachment) {action item}
10. **Electric** – Consider the quote for underground work for the Riverside Relocation Project (attachment) {action item}
11. **Electric** – Discuss authorizing the Mayor to sign the contract with Ripplinger Engineering for GPR replacement at the Moyie Hydro (attachment) {action item}
12. **City** – Consider the proposal from Hoover CPA for the Fiscal Year 2021 audit (attachment) {action item}

ADJOURNMENT



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: July 15, 2021
RE: Admin Update

The following update is provided to the Mayor and Council for review and consideration.

Comprehensive Plan and Code Reform RFQ

The RFQ was published in the paper on July 8 and July 15. The anticipated submissions are due by August 13 at 4pm. We will look to put together a selection committee and would like to invite a council member to join us. If you are interested in participating, please feel free to let me know.

Equinox Grant for Pool Season Extension

The city was selected as a recipient from the Equinox foundation for a grant in the amount of \$10,000.00 to extend the pool season and purchase an AED for the Pool. We originally had requested \$14,900.00 which included costs for labor, supplies, utilities and purchasing an AED for the facility. With the \$10,000 grant, we are confident that we can still extend the season for the additional three weeks and still purchase an AED and remain within the overall budget for the FY.

Fifth Swim Session

With the boost in the grant, city staff members are considering offering a 5th session of swim lessons for the season. One of the main purposes of the pool is to teach kids and adults how to swim, and this year was a successful year for this. We nearly filled each class that we offered, and, in some cases, people were asking how to get on waitlists. Because of the overwhelming support for lessons this year, providing another session seems appropriate with the extended season.

This concludes my update.

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
July 6, 2021
6:00 pm**

Mayor Dick Staples called the Council meeting of July 6, 2021, to order at 6:00 pm. Present for the meeting were: Council Members Adam Arthur, Valerie Thompson, Rick Alonzo and Ron Smith. Also, present were: City Attorney Andrakay Pluid, City Engineer Mike Klaus, City Clerk/Treasurer Christine McNair and Police Chief Brian Zimmerman. Members of the public present were: Dave Gray, Jerry Higgs, Marciavee Cossette, Fay Almond, Tom Bushnell and Tim Garcia.

PLEDGE OF ALLEGIANCE

GUESTS

Audit presentation – Toni Hackwith, Anderson Bros. CPA

Toni gave her presentation. Toni said the financial statements are materially correct. Toni recommends having a formal process to prepare for the audit. The General Fund revenue decreased due from the prior year. Intergovernmental increases were \$146,000. General Fund expenses were \$400,000 less due to fewer capital expenses. Fund balance for FY20 was \$926,000 unassigned. The majority of the funds are from property taxes and state funds. GFOA sets benchmarks for a minimum 60 days operating expenses or 15%. Electric, Water, Sewer & Garbage should be self-sustaining. Water, Sewer & Garbage were all positive, Electric had a negative operating income of \$283,000. Water revenue was \$1.3 million and expenses were \$895,000. Sewer fund is also doing well.

PUBLIC COMMENTS

Dave Gray spoke about the Boundary County Museum.

REPORTS

No reports were given.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the June 14, 2021 Council meeting minutes, June 30, 2021 Special Council meeting minutes
4. Authorize the Mayor to sign the Dispatch Agreement with Boundary County for Fiscal Year 2022
5. Authorize the Mayor to sign the beverage license with A & L Storage dba Carriage House Inn

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

OLD BUSINESS

NEW BUSINESS

6. **City** – Consider the request for an Exception to Bonners Ferry City Code 5-5-3 from CQB Underground, LLC (attachment) {action item}

Mayor Staples asked if Andrakay had reviewed the request. She said she did and it is fine from a legal standpoint, but Council may add any requirements, if the exception is granted. Mayor Staples asked about the hours of operation. Tom Bushnell said the operating hours will be after 5:00 pm on weekdays. Tim Garcia said he is planning the hours will be 6:00 pm – 10:00 pm. Everyone will be required to wear protective clothing, safety goggles/masks. Valerie asked if they will be able to rent the equipment. Tim said yes, all the equipment will be there. Rick asked if people can bring their own equipment. Tim said yes, but it will be checked prior to use. Valerie asked about age requirements. Tim said they are working on it. Rick asked about waivers. Tom said he will be drafting the waiver. Rick Alonzo moved to grant an exception to Bonners Ferry City Code 5-5-3

to CQB Underground, LLC to run the airsoft gallery at 6426 Kootenai Street. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

7. **Sewer** – Discuss authorizing the purchase of pumps for Lift Station #1 (attachment) {action item}
Mike said Lift Station #1 was in the budget for 2019, but decided to wait until other projects were completed. It is easier now to contact suppliers. Mike said the lead time for the pumps is 17 weeks. Mayor Staples asked about the “limited contactor involvement”. Mike said most of the work can be completed by the Water/Sewer Department. Rick asked if this lift station will be designed with more “comfort” items. Mike said yes. There will be a lift installed, so the guys don’t have to go down in the lift station to remove the pump, if it needs to be worked on. Valerie Thompson moved to authorize staff to purchase the replacement pumps for Lift Station #1 for the amount of \$25,797. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

8. **City** – Consider the health insurance plan for fiscal year 2022 (attachment) {action item}
Mayor Staples asked if we are currently using the 80A plan. Christine said yes. Mayor Staples asked the amount of the increase. Christine said it is 9.5%. Ron Smith moved to continue with the same plan for next year. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

ADJOURNMENT

The meeting adjourned 6:37 pm

MINUTES
SPECIAL CITY COUNCIL MEETING
Bonnors Ferry City Hall
7232 Main Street
267-3105
July 12, 2021
5:00 pm

Mayor Dick Staples called the Special Council meeting of July 12, 2021 to order at 5:00 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, Fire Chief Dave Winey, Police Chief Brian Zimmerman and Assistant Police Chief Marty Ryan.

Join video Zoom meeting: <https://zoom.us/j/17672764>

Meeting ID: 176727634

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OLD BUSINESS

1. **City** – Budget workshop fiscal year 2022 {action item}

Christine said she entered a 3% cost of living allowance for most of the general fund. There is approximately \$68,916 that needs to be allocated, Dave Winey said the training wages need to be increased to pay for the health insurance. Dave is requesting \$12,000 for self contained breathing apparatuses and \$10,000 for turnout replacement. Lisa said those numbers were already included in the draft budget. Lisa said the items that need to be decided on are: 3% cola, additional 7% cola for the Police Department and the Street Superintendent and budgeting for an extended pool season next year.

Brian and Marty spoke about staffing and overtime. Marty said now that they are fully staffed the overtime should decrease. Also there are three reserves and two more will be sworn in Thursday. This will help with the overtime costs. Brian is requesting budgeting another vehicle. Lisa said the school district is currently paying \$30,000 for the SRO, but the costs are closer to \$52,000. Brian said the school district should be paying all of that. Brian presented a draft wage scale, to help retain officers.

Valerie Thompson moved to increase the Street Superintendent's wage by 7%. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

Rick Alonzo moved to increase the pool budget for two – three weeks for \$7,500. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

ADJOURNMENT

The meeting adjourned at 6:55 pm.



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: Christine McNair, Clerk/Treasurer
Date: July 15, 2021
Re: Credit card services

Due to the software change, we will no longer be working with the current third-party vendor that processes credit card payments. I am requesting permission to authorize the Mayor sign the contract with Elavon for credit card services.

NEW APPLICATION - GOVERNMENT / INSTITUTIONAL

1	COMPANY INFORMATION		
◆ DBA NAME:			
CONTACT NAME:			
◆ DBA ADDRESS TYPE: Business ◆ DBA ADDRESS1 (no PO Box):			
DBA ADDRESS 2:			
◆ CITY:	◆ STATE	◆ ZIP CODE:	
◆ DBA PHONE #:	DBA FAX #:		
DATE FOUNDED:	MOBILE PHONE #:		
◆ EMAIL ADDRESS:			
CIP EXEMPTION:			
2	OTHER ADDRESS (IF DIFFERENT THAN ABOVE)		
<input type="checkbox"/> MAILING <input type="checkbox"/> SHIPPING <input type="checkbox"/> SEE ALSO SPECIAL INSTRUCTIONS (MORE THAN ONE OPTION MAY BE SELECTED)			
LOCATION NAME:		PHONE #:	
CONTACT:		FAX #:	
ADDRESS:	CITY:	STATE:	ZIP CODE:
STATEMENTS/ RETRIEVALS /CHARGEBACKS			
STATEMENTS: <input type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9		AUTO SEND: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (CHAIN COMPANIES ONLY - MUST INCLUDE CHAIN SET UP FORM)	
RETRIEVALS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO:		OR FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING	
CHARGEBACKS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO:		OR FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING	
3	CONTACT INFORMATION (AUTHORIZED REP)		
◆ <input type="checkbox"/> OFFICER <input type="checkbox"/> MANAGER <input checked="" type="checkbox"/> AUTHORIZED REPRESENTATIVE <input type="checkbox"/> OTHER: _____			
◆ FIRST NAME:	MN:	◆ LAST NAME:	
◆ TITLE:	◆ US PERSON: YES		
▶ CONTACT ADDRESS (NO PO BOX):		▶ ADDRESS TYPE: BUSINESS	
▶ CITY:	▶ STATE:	▶ ZIP CODE:	
▶ DOB:	CONTACT PHONE #:		
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL (POLITICAL SUBDIVISION OF A US STATE)			
OTHER COMPANY INFORMATION			
◆ AVERAGE SALE AMOUNT: \$	<input type="checkbox"/> CARD PRESENT 100%	OMNI COMMERCE (MUST TOTAL 100%)	
◆ HIGH SALE AMOUNT: \$	<input type="checkbox"/> CARD NOT PRESENT 100%	CARD PRESENT _____ %	
◆ NUMBER OF HIGH SALES TRANSACTIONS ANNUALLY:	<input checked="" type="checkbox"/> INTERNET 100%	CARD NOT PRESENT* _____ %	
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$	<input type="checkbox"/> OMNI COMMERCE	INTERNET * _____ %	
◆ ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) \$	▶ INTERNET : PRODUCT WEBSITE:		
◆ INDUSTRY TYPE: ECOM	▶ INTERNET: "CONTACT Us" EMAIL:		
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED: COURT FEES	*CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW		
SPECIAL PROGRAM MCC ONLY: 9399	▶ CUSTOMER SERVICE PHONE #:		
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY, 0 # OF DAYS (INCLUDE SHIPPING TIME FRAME)	▶ PREVIOUS PROCESSOR:		
IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)			
<input type="checkbox"/> JANUARY	<input type="checkbox"/> FEBRUARY	<input type="checkbox"/> MARCH	<input type="checkbox"/> APRIL
<input type="checkbox"/> MAY	<input type="checkbox"/> JUNE	<input type="checkbox"/> JULY	<input type="checkbox"/> AUGUST
<input type="checkbox"/> SEPTEMBER	<input type="checkbox"/> OCTOBER	<input type="checkbox"/> NOVEMBER	<input type="checkbox"/> DECEMBER
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)			
◆ DEPOSIT BANK NAME:	◆ ABA/ROUTING #:	◆ DDA ACCOUNT #:	
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):	ABA/ROUTING #:	DDA ACCOUNT #:	
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):	ABA/ROUTING #:	DDA ACCOUNT #:	
FUNDING OPTIONS:	MONTHLY FEE \$	TAPE ID (OPT):	

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT)							PRICING CATEGORY						
<input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE)/ WITH PIN / PINLESS DEBIT <input type="checkbox"/> PIN DEBIT <input type="checkbox"/> PINLESS DEBIT <input checked="" type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE) <input type="checkbox"/> VISA CREDIT <input type="checkbox"/> VISA DEBIT <input type="checkbox"/> MC CREDIT <input type="checkbox"/> MC DEBIT <input type="checkbox"/> DISCOVER (JCB, DI, PAY PAL PAYMENT DEVICE) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMEX <input type="checkbox"/> PIN DEBIT <input type="checkbox"/> PINLESS DEBIT							<input type="checkbox"/> RETAIL <input checked="" type="checkbox"/> MO/TO / INTERNET <input type="checkbox"/> RESTAURANT <input type="checkbox"/> ARU <input type="checkbox"/> LODGING <input type="checkbox"/> OMNI COMMERCE (TIERED & EICP ONLY) <input type="checkbox"/> SUPERMARKET						
PRICING INFORMATION						FEES							
PRICING PROGRAM: (FIXED ONLY)		VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI, PAY PAL PAY DEVICE**)		AMERICAN EXPRESS OPT BLUE		PIN//PINLESS DEBIT***		APPLICATION		\$ 0			
		RATE*	PER ITEM*	RATE	PER ITEM	RATE	PER ITEM	INSTALLATION/TRAINING	\$ 0				
TIERED	QUALIFIED	%	\$	%	\$	%	\$	REPORTING & SUPPORT PACKAGE (PER MONTH)	\$ 0				
	MID QUALIFIED	%	\$	%	\$			MONTHLY MINIMUM	\$ 0				
	NON QUALIFIED	%	\$	%	\$			CHARGEBACK (PER OCCURRENCE)	\$ 15				
	STANDARD	%	\$	%	\$			RETURN ITEM/NSF (PER OCCURRENCE)	\$ 15				
	OPT. <input type="checkbox"/> CHECK CARD <input type="checkbox"/> SPRMKT <input type="checkbox"/> QPS/SMALL TKT							OTHER:		\$			
	OPT. REWARDS	%	\$					STATEMENT: <input checked="" type="checkbox"/> ELECTRONIC OR <input type="checkbox"/> PAPER MONTHLY STATEMENT MAILING(PAPER STATEMENTS ONLY)	\$ 10				
	OPT. COMMERCIAL CARD	%	\$					RUSH SHIPMENT	\$				
INTERCHANGE PLUS		.20 %	\$.10	.20%	\$.10	%	\$	OTHER:	\$				
PIN/PINLESS DEBIT ENABLEMENT SERVICE FEE										\$			
ENHANCED IC PLUS	CHECK CARD QUALIFIED	%	\$					AUTHORIZATIONS					
	QUALIFIED	%	\$	%	\$	%	\$			VISA (PER AUTH)	\$	VOICE - ARU (PER AUTH)	\$ 0.85
	REWARDS QUALIFIED	%	\$							MASTERCARD (PER AUTH)	\$	VOICE OPERATOR (PER AUTH)	\$ 0.85
	MID QUALIFIED	%	\$	%	\$					DISCOVER (PER AUTH)	\$	VOICE - AVS (PER AUTH)	\$ 0.85
	COMMERCIAL NON QUALIFIED	%	\$							UNIONPAY (PER AUTH)	\$		
	NON QUALIFIED	%	\$	%	\$					AMEX OPT BLUE (PER AUTH)	\$	VOICE BANK REF (PER AUTH)	\$ 0.85
FIXED - PRICING PGM:		%	\$	%	\$			AMEX PUBLIC SECTOR (TPSP)(PER AUTH)	\$	DIAL COMMUNICATION (PER AUTH)	\$ 0.024		
SECURITY PROGRAMS SECURITY PROGRAM (PER MONTH): ▶ PCI Basic Please see pricing for the Security Program you have selected in the Company Representations and Certifications below.							PIN/PINLESS DEBIT (PER AUTH)				\$		
							INTERNATIONAL CARD HANDLING FEE (RATE): (CHARGED ON VISA, MC, DISCOVER, AMEX)						
OTHER CARD TYPES EXISTING													
AMEX SE # (10 DIGITS):				PER AUTH: \$			EBT SE # (7 DIGITS):		PER AUTH: \$				
AMERICAN EXPRESS PUBLIC SECTOR (TPSP)													
<input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) AND ACCEPTS <input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) BUT DECLINES ACCEPTANCE													
INDUSTRY TYPE:													
PRICING INFORMATION FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP)													
TIERED	RATE		PER ITEM		ENHANCED IC PLUS	RATE		PER ITEM					
QUALIFIED	%	\$			QUALIFIED	%	\$						
MID QUALIFIED	%	\$			MID QUALIFIED	%	\$						
NON QUALIFIED	%	\$			NON QUALIFIED	%	\$						
INTERCHANGE PLUS		%	\$										

POINT OF SALE (EQUIPMENT OR SOFTWARE)

NETWORK: ELAVON OTHER **TSYS** A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:

VAR SERVICE PROVIDER (HOSTED): _____ VAR (DISTRIBUTED): _____ VENDOR: _____ PRODUCT: _____ VERSION: _____

OF TIDS _____ TID TYPE OMNI ONLY: _____ # OF TIDS _____ TID TYPE OMNI ONLY: _____

QTY	POS DESCRIPTION	ITEM CODE	TID TYPE OWN ONLY	TERMINAL ENCRYPT	OWNS	REPROG FEE PER UNIT	PURCHASE/SETUP PRICE PER UNIT	SOFTWARE/WIRELESS		
								ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE
1	EMONEY			<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$	\$
	ADD DO NOT DEPLOY			<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$

ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. SALES TAX EXEMPT

Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services, Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Servicer, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.

ADDITIONAL POS SERVICES:	DESCRIPTION	SETUP FEE	ANNUAL FEE	MONTHLY FEE	PER AUTH FEE
		\$	\$	\$	\$
		\$	\$	\$	\$

TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE - THIS INFORMATION IS COVERED DURING TRAINING)

RETAIL (AUTO CLOSE DEFAULT) QUICK CLOSE STORE AND FORWARD NO SIGNATURE CONTACTLESS (+ NO SIGNATURE)
 RESTAURANT (QUICK CLOSE DEFAULT) TIP FUNCTION (DEFAULT) FINE DINING TAB FUNCTION
 CARD NOT PRESENT (AUTO CLOSE DEFAULT) QUICK CLOSE
 LODGING (QUICK CLOSE DEFAULT) QUICK STAY
 SEMI INTEGRATED

CUSTOM PROMPTS: TERMINAL AUTO CLOSE (RTL, MOTO) TIME ZONE CASH BACK PIN DEBIT (RTL): \$ (MAX) CUSTOM FOOTER:
 NO TIP (REST) NO SERVER PROMPT (REST) CLERK PROMPT (RTL) TIP FUNCTION WAITER (RTL) TIP FUNCTION CASHIER (RTL)

COMMUNICATION METHOD (IP DEFAULT): DIAL TRAINING (DEFAULT = TRAINING REQUIRED): NO TRAINING PHONE INFORMATION: ACCESS #:

REPORTING TOOLS

MCP ONLY OR MCP WITH OCM ▶ MONTHLY FEE \$ ▶ SET UP FEE \$ ▶ # USERS ▶ SET UP TYPE (CHECK ONE) MID CHN
 ACS ▶ MONTHLY FEE \$ ▶ SET UP FEE \$ ▶ REMOTE ID

OTHER VAS

3D Secure Per Occurrence: \$

ELECTRONIC CHECK AND ACH PROCESSING AND SERVICE OPTIONS	
ANNUAL CHECK VOLUME: \$ _____	MAXIMUM CHECK AMOUNT: \$ _____
AVERAGE CHECK AMOUNT: \$ _____	MONTHLY MINIMUM: \$ _____
ECS- PAPER CHECK CONVERSION	ACH ECHECK – CARD NOT PRESENT (CNP)
PROCESSING OPTIONS: <input type="checkbox"/> POP – POINT OF PURCHASE <input type="checkbox"/> ARC – ACCOUNTS RECEIVABLE CONVERSION <input type="checkbox"/> BOC – BACK OFFICE CONVERSION	PROCESSING OPTIONS: <input type="checkbox"/> CONCURRENT ENROLLMENT (INCLUDES: WEB, TEL, PPD AND CCD) = XNP <input type="checkbox"/> INDIVIDUAL ENROLLMENT - CHOOSE ONE (ONE PER MID) <input type="checkbox"/> WEB – INTERNET INITIATED ENTRIES <input type="checkbox"/> TEL/IVR – TELEPHONE INITIATED ENTRIES <input type="checkbox"/> PPD – PREARRANGED PAYMENT ENTRIES <input type="checkbox"/> CCD – CORPORATE TO CORPORATE ENTRIES <i>CONVERGE SETUPS WILL BE CONCURRENTLY ENROLLED IN ALL PRODUCT TYPES = XNP</i>
SERVICE: <input type="checkbox"/> CONVERSION WITH GUARANTEE DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____ <input type="checkbox"/> CONVERSION WITH VERIFICATION OR <input type="checkbox"/> CONVERSION ONLY DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____	SERVICE: <input type="checkbox"/> ACH-ECHECK WITH VERIFICATION DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____ <input type="checkbox"/> ACH-ECHECK CONVERSION ONLY DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____
Other ECS Check Conversion Service Requests	
<input type="checkbox"/> PROMPTS FOR DRIVER'S LICENSE NUMBER, STATE OF LICENSE ISSUANCE AND TELEPHONE NUMBER (REQUIRED FOR GUARANTEE SERVICE)	
ACH-Echeck Questionnaire	
1. What types of payments will you accept using ACH-Echeck (e.g., utility bill payments, monthly rent payments, monthly billing for general services)? 2. Will you obtain authorization from your customers prior to accepting an ACH entry in accordance with the ECS MOG (e.g., orally via telephone for tel/ivr, or in writing for ppd)? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. Will you verify and authenticate the identity of your customers in accordance with the ECS MOG prior to initiating ACH entries for those customers (e.g., by obtaining a customer's name, address and telephone number or using a database to verify the accuracy of the information provided by customer)? <input type="checkbox"/> Yes <input type="checkbox"/> No 4. Will you offer ACH-Echeck to existing or new customers? <input type="checkbox"/> Existing <input type="checkbox"/> New 5. Will you maintain and disclose to your customers procedures for cancelling an authorization? <input type="checkbox"/> Yes <input type="checkbox"/> No 6. Will you ensure that information regarding each transaction authorization entered by a customer and/or your service representative is accurate and not a duplicate transaction? <input type="checkbox"/> Yes <input type="checkbox"/> No	

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)

CONVENIENCE FEE SERVICES PROGRAMS

CONVENIENCE FEE FUNDING MODEL (CHECK ONE):

- COMPANY MANAGED CONVENIENCE FEE¹
- ELAVON MANAGED CONVENIENCE FEE²
- PARTNER MANAGED CONVENIENCE FEE³

PAYMENT TRANSACTION TYPES

- CREDIT (CHECK ALL THAT APPLY):
 - VISA MASTERCARD DISCOVER AMERICAN EXPRESS PS
- SIGNATURE DEBIT (CHECK ALL THAT APPLY):
 - VISA MASTERCARD DISCOVER
- PIN-BASED DEBIT PINLESS DEBIT
- ACH (VIA ELECTRONIC CHECK SERVICES)

ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):

- PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED) :
- COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER
- OTHER:

CONVENIENCE FEE PRICING:

CONVENIENCE FLAT FEE AMOUNT: \$

CONVENIENCE FEE %: (MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)

IMPLEMENTATION FEE (IF APPLICABLE): \$

GPISF SERVICES PROGRAMS

(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS):

- COMPANY-MANAGED SERVICE FEE⁴
- COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS⁵
- ELAVON-MANAGED SERVICE FEE⁶
- PARTNER MANAGED SERVICE FEE⁷

CARD ACCEPTANCE (CHECK ALL THAT APPLY):

- POINT OF SALE INTERNET
- IVR OTHER:

GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS):

- MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM
- VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM
- AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT PROGRAM
- DISCOVER GOVERNMENT AND EDUCATION PAYMENT PROGRAM

TRANSACTION TYPES:

- FEDERAL INCOME TAX BUSINESS TAX
- GOVERNMENT FEES OTHER TAX
- STATE INCOME TAX TUITION
- REAL ESTATE PROPERTY TAX OTHER EDUCATION EXPENSES

PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):

- CREDIT – (CHECK ALL THAT APPLY):
 - VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
 - MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399,9402
 - DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)
 - AMERICAN EXPRESS PS – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9311, 9399, 9222
- SIGNATURE DEBIT – (CHECK ALL THAT APPLY)
 - VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
 - MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399,9402
 - DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)
- ACH (VIA ELECTRONIC CHECK SERVICES)

ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):

- PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED):
- SERVICE FEE TERMINAL
- COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER
- SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED)
- OTHER:

GPISF PRICING:

CREDIT CARD SERVICE FEE: % OR \$

SIGNATURE DEBIT SERVICE FEE: % OR \$

ACH (VIA ELECTRONIC CHECK SERVICES): \$

IMPLEMENTATION FEE (IF APPLICABLE): \$

¹ "Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

² "Elavon-Managed" Convenience Fee means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

³ "Partner-Managed" Convenience Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

⁴ "Company-Managed" Service Fee means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

⁵ "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

⁶ "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

⁷ "Partner-Managed" Service Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9

- GOVERNMENT
 NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DOCUMENTS THAT SUPPORT TAX EXEMPT STATUS)
 OTHER

◆ LEGAL BUSINESS NAME*:

*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.

◆ LEGAL BUSINESS ADDRESS (NO PO BOX):

◆ CITY:

◆ STATE:

◆ ZIP CODE:

OR
 ▶ TIN (EMPLOYER ID #):

▶ TIN (SOCIAL SECURITY #):

4

COMPANY REPRESENTATIONS AND CERTIFICATIONS

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company, and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/OPERATING_GUIDE_Eng.pdf, respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at www.elavon.com/transendpay, and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.

Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

PCI Compliance and PCI Program Fee. All companies, regardless of Transaction volume, must comply with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS"). Elavon's monthly Standard PCI Program Fee for Level 4 companies (based on Transaction volume) is **\$84.99**. Any Level 4 company that validates PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval, is eligible for the Discounted PCI Program Fee of **\$10**. Merchants that have selected a SAFE-T solution: Your price for the SAFE-T solution selected above is **\$NA**, which includes the Discounted PCI Program Fee. You must validate PCI DSS compliance within ninety (90) days of account approval, and annually thereafter, to continue to receive the Discounted PCI Program Fee. By signature below, Company acknowledges that if Company has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, Company will no longer be eligible for this discount and will be required to pay the full, undiscounted monthly Standard PCI Program Fee of \$84.99 until Elavon is provided with validation of PCI DSS compliance. If Company utilizes a SAFE-T solution and Company fails to validate PCI DSS compliance, Company acknowledges that the price of Company's SAFE-T solution will be adjusted to \$NA to reflect the loss of this discount. Company may be eligible for Data Breach Financial Assistance following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview in the Operating Guide for assistance details and conditions.

American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.

A PIN/PINLess Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through debit routing on your monthly debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual debit transaction volume and will be a percentage of your overall debit cost savings. The PIN/PINLess Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.

◆ SIGNATURE: X	◆ PRINTED NAME:	◆ TITLE:	◆ DATE:
SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:

SUBMITTED BY (INTERNAL USE ONLY)

To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.

◆ SALES REP PRINTED NAME: ROBERT BROWN	◆ REF ID #: 50205	◆ DATE: 3/23/2021
◆ REP PHONE #: 571-919-4356	◆ REP EMAIL: ROBERT.BROWN@ELAVON.COM	USA-GOV-ELV-0221

ADDENDUM TO THE TERMS OF SERVICE FOR GOVERNMENT/INSTITUTIONAL COMPANIES

The following provisions hereby replace the like-numbered provisions of the Terms of Service (“TOS”) or are hereby inserted or deleted from the TOS, as indicated, for Companies operating under the Agreement. Capitalized terms used and not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement or the Operating Guide.

1) **Section 4.1 Security Interests** is deleted.

2) **Section 5.2(a)** is revised to add the following:

“(iv) Company may terminate the Agreement on 60 days’ prior written notice to Elavon if sufficient legislative appropriation is not available.”

3) **Section 5.2(b)** is deleted and replaced with the following:

“**By Elavon.** Elavon may terminate the Agreement immediately in writing if any of the following occur:

- (i) A material adverse change in Company’s financial condition;
- (ii) The commencement of a Bankruptcy Proceeding by or against Company;
- (iii) Any representation by Company is false or misleading in any material respect as of the date made, or becomes false or misleading in any material respect at any time during the Term;
- (iv) Any Payment Network or application of Payment Network Regulations requires Elavon to terminate the Agreement or cease processing Transactions for Company;
- (v) Assignment of the Agreement or change of control of Company without Elavon’s written consent;
- (vi) The levy, garnishment or attachment of the DDA, the Reserve Account, or any of Company’s property in Elavon’s possession;
- (vii) Any change, not approved by Elavon, that constitutes a material change in the types of goods or services Company sells or in the methods by which Company sells them, or any change that results in Company’s violation of Elavon’s underwriting policy; or
- (viii) If, after Elavon provides 30 days’ written notice, Company has either (1) Chargebacks or Retrieval Requests in excess of 1% of the gross dollar amount of Company’s Transactions or returns in excess of 2.5% of the gross dollar amount of Company’s Transactions, or (2) the acceptance of Card Not Present or Convenience Fee Transactions without proper disclosure to Elavon in the Agreement (including in the Company Application) or an amendment to the Agreement.

4) **Section 10.1 Audit** is revised to read as follows:

“**Audit.** If Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Company’s actions or omissions, Company authorizes Elavon and its agents to perform an audit or inspection of Company’s operations and records to confirm Company’s compliance with the Agreement upon reasonable advance notice, during normal business hours, and at Elavon’s expense (unless Elavon reasonably determines based on such audit that Company is not in compliance with the Agreement, in which case Company will bear the cost). Company will obtain and submit a copy of an audit from a third party acceptable to Elavon of the financial, physical security, information security, and operational facets of Company’s business at its expense when requested by Elavon. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company’s business to confirm compliance with the Payment Network Regulations. Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to Elavon all documents Elavon reasonably deems necessary to verify Company’s compliance with Section 8.1.”

5) **Section 10.2(b) Financial Information** is revised as follows:

“**Financial Information.** At Elavon’s request, Company will provide Elavon audited financial statements prepared by an independent certified public accountant selected by Company, or if Company is audited by a governmental authority, then Company will provide financial statements from such governmental authority. Within 120 days after the end of each fiscal year (or in the case of a government entity, when available), Company will furnish Elavon, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company will also provide Elavon such interim financial statements and other information as Elavon may request from time to time.”

6) **Section 13 Indemnification** is deleted and replaced with the following four sections:

“**13(a). Company Responsibilities.** As between Company and Elavon, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of (i) any sale or provision of

goods or services resulting in a Transaction processed under the Agreement; (ii) Company's breach of the Agreement; (iii) all use of any user ID and password other than by Elavon or Elavon's third-party contractors; (iv) Company's or its Service Providers' gross negligence or willful misconduct; (v) Company's or its Service Providers' violation of Laws or Payment Network Regulations; or (vi) any personal injury or real or tangible personal property damage to the extent caused by Company or its Service Providers. Company will not make any claims against Elavon for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages.

13(b). Elavon Responsibilities. In addition to Elavon's obligations in Section 13(c), Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (i) Elavon's breach of the Agreement; (ii) Elavon's or its third party contractors' gross negligence or willful misconduct; (iii) Elavon's or its third party contractors' violation of applicable Laws or Payment Network Regulations; (iv) Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services in the form delivered or Company's use thereof; or (v) any personal injury or real or tangible personal property damage to the extent caused by Elavon or its third party contractors.

13(c). Infringement Claims.

- (i) Elavon will defend Company and its employees, officers, and agents in connection with claims, actions, demands or proceedings (made or threatened) brought by a third party, and will pay the final award of damages assessed against Company, its employees, officers or agents in a final judgment by a court of competent jurisdiction, including awarded costs, or any amount in settlement or compromise authorized by Elavon in writing, arising out of Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services (but not Equipment) in the form delivered or Company's use thereof (an "Infringement Claim").
- (ii) If any part of the Services or the use of the Services becomes, or in Elavon's opinion is likely to become, the subject of an Infringement Claim, and as a result of such Infringement Claim Company's use of the Services may be enjoined or interfered with, then Elavon will, at its option and expense, either, and in addition to defending Company and paying the final amount of damages as provided for in this section, (1) obtain a license for Company to continue using the alleged infringing component(s) of the Services; (2) modify the alleged infringing component(s) of the Services to avoid the infringement in a manner that still permits the Services to perform in all material respects in accordance with the Agreement; or (3) replace the alleged infringing component(s) of the Services with compatible, functionally equivalent, and non-infringing component(s). Elavon will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company's business operations. If Elavon is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, Elavon may terminate the Agreement upon written notice to Company. Upon such termination, Elavon will promptly refund any fees paid for Services not performed as of the date of termination.
- (iii) Elavon will have no liability for any Infringement Claim to the extent caused by (1) access to or use of the Services other than as specified under the Agreement and the related Documentation, (2) combination or use of the Services with non-Elavon products or services (whether or not provided to Company by Elavon), (3) any hardware, devices, software, services or other resources not provided by Elavon, (4) failure or refusal by Company to install, implement or use any Update or correction provided by Elavon, (5) modification or alteration of the Services by anyone other than Elavon without Elavon's prior written consent, (6) Company's goods or services, or (7) the negligence, gross negligence or willful misconduct of, or breach of the Agreement by, Company.
- (iv) THIS SECTION 13(c) SETS FORTH THE EXCLUSIVE REMEDY OF COMPANY AND THE SOLE AND COMPLETE LIABILITY OF ELAVON WITH RESPECT TO ANY INFRINGEMENT CLAIMS.

13(d). Procedure.

- (i) If an Infringement Claim is subject to Elavon's obligations in Section 13(c) of the Agreement, Company will:
 - (1) Provide Elavon prompt notice of the Infringement Claim (provided that any delay in notification will not relieve Elavon of its obligations under this Section 13(d) except to the extent that the delay materially impairs its ability to fully defend the Infringement Claim);
 - (2) Subject to Section 13(d)(ii), give Elavon the right to exercise exclusive control over the preparation and defense of the Infringement Claim, including appeals, negotiations and any settlement or compromise thereof, provided that Elavon will notify Company in writing of its election regarding the assumption of control of the preparation and defense of such Infringement Claim within 15 days following receipt of Company's written notice of such Infringement Claim, but, in any event, no later than 10 days before the date on which any written response to a complaint, summons, or other legal filing is due; and
 - (3) Provide such assistance in connection with the defense and settlement of the Infringement Claim as Elavon may reasonably request, at Elavon's expense. Elavon will not enter into any settlement that imposes any liability or obligation on Company, or contains any admission or acknowledgement of wrongdoing (whether in tort or otherwise), without Company's prior written consent.
- (ii) Company may join in the defense, with its own counsel, at its own expense."

- 7) **Section 16 Personal Guaranty** is deleted.
- 8) **Section 18.2 Jurisdiction and Venue; Governing Law** is deleted.
- 9) **Section 18.3 Exclusivity** is deleted.
- 10) **Section 18.5 Assignability** is revised as follows:

“**Assignability.** Company will not assign the Agreement, directly, by operation of law, or by change of control of Company, without Elavon’s prior written consent. If Company nevertheless assigns the Agreement without Elavon’s consent, the Agreement will be binding on both the assignee and Company. Elavon will not transfer or assign the Agreement without the prior written consent of Company, provided that such consent will not be required for (i) the assignment or delegation to an affiliate of Elavon, or (ii) the assignment or delegation to any Person into or with which Elavon will merge or consolidate, or who may acquire substantially all of Elavon’s stock or assets.”

- 11) **Section 18.6 Arbitration** is deleted.
- 12) **Section 18.9 Attorney’s Fees and Expenses** is deleted.
- 13) **Section 18.12 Amendments** is revised as follows:

“**Amendments.** Except as otherwise provided in the Agreement, amendments to the Agreement will be in writing and signed by the parties. Notwithstanding the foregoing, Elavon and Member may amend or modify the Agreement, to the extent such changes are required by or attributable to changes in the Payment Network Regulations or other Laws, upon written notice to Company. Elavon or Member will inform Company of such a change in a periodic statement or other written notice, and such change will become effective at least 30 days after the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the Agreement will be effective upon notice to Company, unless a later effective date is provided. Further, Elavon is entitled to pass through to Company any fee increases imposed upon Elavon by Visa, MasterCard, Discover Network, any other Payment Network, and any other third party including telecommunications vendors.”

- 14) **Schedule A, Section 1.8 Title; Quiet Enjoyment** is replaced as follows:

“**Title; Quiet Enjoyment.** Lessor will at all times retain title to the Leased Equipment. All documents of title and evidence of delivery will be delivered to Lessor. Lessee hereby authorizes Lessor, at Lessee’s expense, to cause the lease or any statement or other instrument in respect to the lease showing the interest of Lessor in the Leased Equipment including Uniform Commercial Code Financing Statements, to be filed or recorded and/or refiled and rerecorded, and grants Lessor the right to execute Lessee’s name thereto. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee will at its expense, protect and defend Lessor’s title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever and, will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for Lessor, such estoppel certificates, landlord’s or mortgagees’ waiver or other similar documents as Lessor may reasonably request. Provided Lessee is not in default hereunder, Lessee will quietly use and enjoy the Leased Equipment subject to the terms hereof.”

- 15) **Schedule A, Section 1.10 Net Lease; Taxes** is replaced as follows:

“**Net Lease; Taxes.** Lessee intends the rental payments hereunder to be net to Lessor, and Lessee agrees to pay any applicable sales, use, excise, personal equipment, stamp, documentary and ad valorem taxes, license and registration fees, assessment, fines, penalties and similar charges imposed on the ownership, possession or use of the Leased Equipment during the term of the lease. Lessee will pay all applicable taxes (except Lessor’s federal or state net income taxes) which may be imposed on Lessor or Lessee with respect to the lease payments hereunder or the ownership of the Leased Equipment. Lessee will pay as additional rent, any applicable taxes documented as paid or advanced by Lessor on behalf of Lessee. Lessee agrees that the reimbursement of equipment tax calculation is based on an average tax rate. Unless otherwise agreed to in writing, Lessee will file personal equipment tax returns with respect to the Leased Equipment.”

- 16) **Schedule A, Section 1.11 Indemnity** is replaced as follows:

“**Responsibility of Lessor.** As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease.”

- 17) **Schedule A, Section 1.16 Remedies** is replaced as follows:

“**Remedies.** If an Event of Default will occur, Lessor may, at its option, at any time (i) declare immediately due and payable and recover from Lessee, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to all accrued and unpaid rental payments and late charges, taxes, and other fees, plus the Loss Amount; provided, however, that if an Event of Default will occur as described in Section 1.15(iv) through (vi) above, Lessor without any notice or action will be deemed to have made such a declaration; (ii) automatically charge the DDA for all money amounts owed; (iii) to the extent permitted by applicable Law, without demand or legal process, enter into the premises where the Leased

Equipment may be found and take possession of and remove the Leased Equipment, without liability for such retaking; (iv) Lessor may hold, sell or otherwise dispose of any such Leased Equipment at a private or public sale; or (v) exercise any other remedies available under applicable Law. If Lessor takes possession of the Leased Equipment, Lessor will give Lessee credit for any sums received by Lessor from the sale or rental of the Leased Equipment after deduction of the expenses of sale or rental and Lessee will remain liable to Lessor for any deficiency. Notwithstanding the foregoing, to the extent any software included with the Leased Equipment is nontransferable or its transfer restricted, Lessee agrees that Lessor and/or the licensor of such software will have no duty to remarket or otherwise mitigate any damages relating to such software.

Lessee will also be responsible for all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies including all expenses of repossessing, storing, shipping, repairing and selling the Leased Equipment. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and, owing to such difficulty, agree that the provisions of this Section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by Law, and may, to the extent permitted by Law, be exercised concurrently or separately. The exercise of any one remedy will not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right to remedy will operate as a waiver thereof or modify the terms of the lease."

18) **Schedule A, Section 1.19 Miscellaneous** is replaced as follows:

"**Miscellaneous.** If Lessee fails to pay any rent or other amount required herein to be paid to Lessor within five (5) days of when due, Lessee agrees to pay Lessor, in addition to the payment, a late charge of 15% of the amount past due (but at least \$7.50) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. Payments are applied to late fees and service charges first and then to the lease obligation. Amounts will be payable in addition to all amounts payable by Lessee to Lessor as a result of exercise of any of the remedies herein provided. If Lessee requests any services not provided for herein, Lessee agrees to pay an applicable fee for delivery of such services. Lessee will inform Lessor of any change in Lessee's name, address, billing address, telephone numbers, location of the Leased Equipment, or DDA. If Lessee fails to comply with any provision of the lease, Lessor will have the right, but not be obligated, to affect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance, will be deemed to be additional rental, and will be paid by Lessee at the time of the next monthly payment of rent. All notices under the lease will be sufficient if given personally or mailed postage prepaid to the party intended at the respective address set forth herein, or at such other address as said party may provide in writing from time to time. The lease inures to the benefit of and is binding upon the personal representatives, successors and assigns of the parties hereto. Time is of the essence of the lease. Lessor and Lessee intend the lease to be a valid and subsisting legal instrument, and agree that no provision of the lease that may be deemed unenforceable will in any way invalidate any other provision or provisions of the lease, all of which will remain in full force and effect. The lease will be binding when accepted in writing by Lessor and will be governed by the laws of the state where the Leased Equipment is located."

19) **Schedule A, Section 1.20 Important Information about Credit Reporting** is deleted.

20) **Schedule A, Section 2.6 Title; Quiet Enjoyment** is replaced as follows:

"**Title; Quiet Enjoyment.** Lessor will at all times retain title to the Leased Equipment. Lessor may at Lessee's expense, cause the lease or any document, statement or other instrument in respect to the lease showing Lessor's interest in the Leased Equipment, including without limitation Personal Property Security Act or Civil Code of Quebec financing statements, to be filed, registered or recorded, or refiled, reregistered and rerecorded, as applicable. Lessee waives the right, where permitted by law, to receive a copy of any financing statement, financing change statement or verification statement. Lessee agrees to execute and deliver any document, statement or instrument requested by Lessor for such purpose, and agrees to reimburse Lessor for any expense arising therefrom. Lessee will at Lessee's expense protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever, and will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for and deliver to Lessor, such estoppel certificates, landlord's or mortgagees' waiver or other similar documents as Lessor may request. Provided Lessee is not in default hereunder, Lessee may quietly use and enjoy the Leased Equipment subject to the terms hereof."

21) **Schedule A, Section 2.9 Indemnity** is replaced as follows:

"**Responsibility of Lessor.** As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease."

22) **Schedule B, Section 1.5 Personal Guaranty** is deleted.

23) **Schedule B, Section 1.6 Jurisdiction and Venue; Governing Law** is deleted.

24) **Schedule B, Section 1.7 Arbitration** is deleted.

25) **Schedule C, Section 16** is hereby added:

“16. Effective March 1, 2020, (i) either Elavon or Company may terminate the ECS services portion of the Agreement at any time upon thirty days’ prior written notice to the other party, and (ii) Elavon may, at its option, transition Company to a new program offered by Elavon that provides services similar to the ECS.”



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: Christine McNair, Clerk/Treasurer
Date: July 15, 2021
Re: Folder/inserter

Due to the software change, we will no longer be working with the current third-party vendor that mails out the utility bills. I am requesting permission to authorize the Mayor to sign the lease for a folder/inserter from Quadient for the mailing of utility bills.

Customer

Organization	CITY OF BONNERS FERRY		
DBA			
Address	PO BOX 149		
City State Zip	BONNERS FERRY	ID	83805-0149
Phone	(208) 267-3105	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: ADSP0 16-169901
 and / or
 State Participating Addendum (PA) #:
 PADD18200408 (ID)

Vendor

Company Name	Quadient Leasing USA Inc.	FEDERAL ID#	94-2388882
Attention	Government Sales	DUNS#	150836872
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	CITY OF BONNERS FERRY		
Attention	CHRISTINE MCNAIR		
Address	7232 MAIN ST		
City State Zip	BONNERS FERRY	ID	83805-5019
Phone	(208) 267-3105	Email	CMCNAIR@BONNERSFERRY.I

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	\$126.82	\$7,609.20

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	DS40I	DS40i Folder Inserter
1	DS40ITRIFOLD	DS40I TriFold Kit

- Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSP016-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
 Quadient Leasing USA Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 76312-3682
- Send all correspondence to:
 Quadient Leasing USA Inc.
 478 Wheelers Farms Rd
 Milford CT 06461

 Authorized by Date

 Print Name Title



Solution Overview



DS-40i Folder-Inserter

- 5" color touchscreen control panel with graphical user guidance and wizard-based programming
- Ultra-compact, quiet and modern design that fits in any office environment
- 2 document feeders with 100-sheet capacity and 1 insert feeder that holds 100 reply envelopes
- Folds your documents, adds a BRE and inserts the package into a #10 or 6" x 9.5" envelope
- Tri-folds or single-folds letter-size documents and double-folds legal-size sheets
- Double document control ensures envelope contents are correct for every recipient
- Operational efficiency up to 1,350 filled envelopes per hour – about 10 times faster than by hand
- Store up to 15 user-programmed jobs and instantly recall any of them at the push of a button
- Using manual feed mode, just walk up and drop in a document set to get a ready-to-mail envelope
- For single-sheet jobs, document feeders can be linked for non-stop cascade feeding
- Tip-to-tip envelope sealing that can be turned on and off for any job
- Connects to your network via WIFI to enable remote diagnostics and assistance

Entry-level mail assembly solution that allows any business to automate its mailings



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: July 9, 2021
To: City Council
From: Mike Klaus, City Engineer
Subject: Electric Department - Moyie Dam Concrete Rehabilitation Project
Application for Payment #1

S&L Underground has submitted their first pay application for the spillway resurfacing project. I have reviewed the pay application with the engineer of record, JUB Engineers, and concur with their recommendation to pay it. I recommend that the Council approve the payment of \$149,150 to S&L Underground as presented in the attached paperwork.

Please let me know if you have any questions.

Thank you,

Mike

Contractor's Application for Payment No. One (01)

Application Period: Work Accomplished Through Jun 24, 2021 From (Contractor): S&L Underground	Application Date: Jun 24, 2021 Via (Engineer): J-U-B ENGINEERS, Inc.
Project: Moyie Dam Concrete Rehabilitation Project	Contract: Moyie Dam Concrete Rehabilitation Project - Schedules A, B, C and Additive Alternate No. 1
Owner's Contract No.:	Engineer's Project No.: 20-17-472

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
TOTALS			\$0.00
NET CHANGE BY CHANGE ORDERS			\$0.00

1. ORIGINAL CONTRACT PRICE..... \$ 3,699,980.00
2. Net change by Change Orders..... \$ 50.00
3. Current Contract Price (Line 1 + 2)..... \$ 3,699,980.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ 157,000.00
5. RETAINAGE:
 - a. 5% X \$ 157,000.00 Work Completed..... \$ 7,850.00
 - b. 5% X \$ - Stored Material..... \$ -
 - c. Total Retainage (Line 5a + Line 5b)..... \$ 7,850.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 149,150.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ -
8. AMOUNT DUE THIS APPLICATION..... \$ 149,150.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ 3,550,830.00

Payment of: \$149,150.00
 (Line 8 or other - attach explanation of the other amount) **7/9/21** (Date)

is recommended by: JUB ENGINEERS, Inc.
 (Line 8 or other - attach explanation of the other amount)

Payment of: \$149,150.00
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date)

Approved by: _____ (Date)

Approved by: _____ (Date)

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment-free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Signature: [Signature] Date: 7/9/21
 By: S&L Underground

Contract Day Summary

Feb 18, 2021 Notice to Proceed Date

The Date of Substantial Completion for Schedule A is on or before 10/31/2021.
 The Date of Substantial Completion for Schedule B is on or before 10/31/2022.
 The Date of Substantial Completion for Schedule C is on or before 10/31/2023.

The Date of Readiness for Final Payment for Schedule A is on or before 11/30/2021.
 The Date of Readiness for Final Payment for Schedule B is on or before 11/30/2022.
 The Date of Readiness for Final Payment for Schedule C is on or before 11/30/2023.

Progress Estimate

Contractor's Application

For (Contract): City of Bonanza Ferry
 Moyie Dam Concrete Rehabilitation Project - Schedules A, B, C and Additive Alternates No. 1
 Application Period: Jan 28, 2021
 Application Number: One (01)
 Application Date: Jan 24, 2021

Item	Description	B				C			D		E	F	G	
		Unit of Measure	Unit Price	Total Price	Only Previous Applications	Only This Period	Total Value To Date	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (D.2 + E)	% Complete (F/B)				Balance to Finish (B - F)
Schedule A - WEST SPILLWAY														
0225.A	Mobilization, Bonding, Staging and Access	1	LS \$110,000.00	\$110,000.00	0.00	0.00	\$	\$65,000.00			\$65,000.00	60.0%	\$44,000.00	
0225.A	Hydro-Demolition	7409	SF \$60.00	\$444,540.00	0.00	0.00	\$	-			\$444,540.00	0.0%	\$444,540.00	
0237A.A	Erosion Control and Mitigation	1	LS \$50,000.00	\$50,000.00	0.00	0.00	\$	-			\$50,000.00	20.0%	\$45,000.00	
SP-1.A	Work Plan	1	LS \$5,000.00	\$5,000.00	0.00	0.00	\$	5,000.00			\$5,000.00	100.0%	\$0.00	
SP-2.A	Concrete Rehabilitation (Plan Quantity)	154	CY \$3,500.00	\$539,000.00	0.00	0.00	\$	-			\$539,000.00	0.0%	\$539,000.00	
SP-2.A-1	Demolition and Rehabilitation Contingency	15	CY \$3,500.00	\$52,500.00	0.00	0.00	\$	-			\$52,500.00	0.0%	\$52,500.00	
Schedule B - EAST SPILLWAY														
0210.B	Mobilization, Bonding, Staging and Access	1	LS \$170,000.00	\$170,000.00	0.00	0.00	\$	-			\$170,000.00	0.0%	\$170,000.00	
0225.B	Hydro-Demolition	9517	SF \$90.00	\$857,020.00	0.00	0.00	\$	-			\$857,020.00	0.0%	\$857,020.00	
0237A.B	Erosion Control and Mitigation	1	LS \$9,000.00	\$9,000.00	0.00	0.00	\$	18,000.00			\$18,000.00	20.0%	\$7,200.00	
SP-1.B	Work Plan	1	LS \$5,000.00	\$5,000.00	0.00	0.00	\$	5,000.00			\$5,000.00	100.0%	\$0.00	
SP-2.B	Concrete Rehabilitation (Plan Quantity)	225	CY \$3,500.00	\$787,500.00	0.00	0.00	\$	-			\$787,500.00	0.0%	\$787,500.00	
SP-2.B-1	Demolition and Rehabilitation Contingency	25	CY \$3,500.00	\$87,500.00	0.00	0.00	\$	-			\$87,500.00	0.0%	\$87,500.00	
Schedule C - DAM FACE														
0210.C	Mobilization, Bonding, Staging and Access	1	LS \$50,000.00	\$50,000.00	0.00	0.00	\$	35,000.00			\$35,000.00	60.0%	\$15,000.00	
0225.C	Hydro-Demolition	4982	SF \$90.00	\$448,380.00	0.00	0.00	\$	-			\$448,380.00	0.0%	\$448,380.00	
0237A.C	Erosion Control and Mitigation	1	LS \$5,000.00	\$5,000.00	0.00	0.00	\$	10,000.00			\$10,000.00	20.0%	\$4,000.00	
0280.C	Site Rehabilitation	1	LS \$75,000.00	\$75,000.00	0.00	0.00	\$	-			\$75,000.00	0.0%	\$75,000.00	
SP-1.C	Work Plan	1	LS \$5,000.00	\$5,000.00	0.00	0.00	\$	5,000.00			\$5,000.00	100.0%	\$0.00	
SP-2.C	Concrete Rehabilitation (Plan Quantity)	70	CY \$3,500.00	\$245,000.00	0.00	0.00	\$	-			\$245,000.00	0.0%	\$245,000.00	
SP-2.C-1	Demolition and Rehabilitation Contingency	10	CY \$3,500.00	\$35,000.00	0.00	0.00	\$	-			\$35,000.00	0.0%	\$35,000.00	
AUD ALT NO. 1	Drain Pipe Installation	20	EA \$500.00	\$10,000.00	0.00	0.00	\$	-			\$10,000.00	0.0%	\$10,000.00	
SP-3				\$0.00	0.00	0.00	\$	-			\$0.00	0.0%	\$0.00	
Totals											\$157,000.00	\$157,000.00	4.2%	\$3,542,980.00



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: July 13, 2021
RE: Request for Reappeal of AR05-21 Administrative Review of Property Split

By way of Mr. Sanborn's Attorney, Lisa Moline with Berg, McLaughlin and Nelson, Mr. Sanborn is requesting to be reheard on his appeal because he claims he wasn't provided timely receipt the city record before the appeal date.

After discussion with the City Attorney, it is recommended that the hearing be held again before Council. Therefore, the attached record, which was included in the June 1st packet is provided back to Council, with the following included:

- June 23, 202, Letter from Ms. Lisa Moline

Thank you.

BERG, McLAUGHLIN & NELSON

ATTORNEYS AT LAW

312 S. First Avenue Suite A, Sandpoint ID 83864 | (208) 263-4748 Fax (208) 263-7557 | www.sandpointlaw.com

Toby McLaughlin
Principal
toby@sandpointlaw.com
Licensed in Idaho and Washington

Josh K. Hickey
Associate Attorney
josh@sandpointlaw.com
Licensed in Idaho

William M. Berg
Of Counsel
bill@sandpointlaw.com
Licensed in Idaho

Andra L. Nelson
Principal
andra@sandpointlaw.com
Licensed in Idaho

Alison Dunbar
Associate Attorney
alison@sandpointlaw.com
Licensed in Idaho, Washington, and Montana

Stanley Birnbaum
Of Counsel
stanley@sandpointlaw.com
Licensed in Idaho

Lisa Moline
Associate Attorney
lisa@sandpointlaw.com
Licensed in Idaho

June 23, 2021

Lisa Ailport
City Administrator
City of Bonners Ferry
P.O. Box 149
Bonners Ferry, ID 83805
[Via Email: lailport@bonnersferry.id.gov](mailto:lailport@bonnersferry.id.gov)
Via Regular Mail

RE: Robert Sanborn / Administrative File No. AR05-21

Dear Lisa:

I represent Robert Sanborn. I am in receipt of your June 16, 2021 letter to Mr. Sanborn wherein you denied his request for a rehearing before the City Council. We respectfully disagree with the facts set forth in that letter and request you reconsider Mr. Sanborn's rehearing request.

Mr. Sanborn owns real property identified as Tax 3, Marx Subdivision (the "Property"). Mr. Sanborn attempted to obtain a building permit for the Property. During this process, he became aware that the City considers the Property unbuildable. It was suggested to him that he seek the City's confirmation that the Property is "a legal parcel." Clare Marley reviewed Mr. Sanborn's request and issued a Staff Report for Bob Sanborn Property Split Review ("Marley Report"). The Marley Report specifically details the Property's zoning requirements, City subdivision ordinance, and remedies. The Marley Report concluded that the Property met the current zoning requirements but was not a buildable lot solely because of a notation on Marx Subdivision Plat.

Mr. Sanborn received the Marley Report and timely appealed that decision to the City Council. An appeal hearing was scheduled for June 1, 2021. As a result of that appeal request, you issued an undated Staff Summary Report for Appeal of Bob Sanborn Split Review ("Ailport Report"). The Ailport Report contains information about the hearing process, procedural background, and code review and determinations. This information is drastically different from the Marley Report and critically important to the Council's appeal decision. Unfortunately, Mr. Sanborn did not have the Ailport Report at the time of the appeal hearing.

You attempted to provide Mr. Sanborn with a copy of the Ailport Report on May 26, 2021, via email, with a notation that such report would also be sent in the mail. This email was never received by Mr. Sanborn. The hard copy was never received by Mr. Sanborn. In fact, Mr. Sanborn did not receive a copy of the Ailport Report until June 2, 2021, one day after the appeal hearing, in an email sent by you based upon a phone conversation you had with Mr. Sanborn. In addition, it became obvious during the actual appeal hearing that Mr. Sanborn did not have all the relevant information when there were some discussions between the Council, yourself, and Mr. Sanborn about the missing Ailport Report.

Further, issuing a report one week prior to the appeal hearing, wherein Memorial Day falls within that week, is likely inadequate notice to Mr. Sanborn. Even if the Ailport Report were mailed, the holiday would have held up the delivery of the report until the day before the hearing. Providing this information one day prior to an appeal hearing is clearly unreasonable notice to Mr. Sanborn.

While it is not Mr. Sanborn's position that the City withheld information on purpose, the fact remains that critical information was not provided to Mr. Sanborn in a timely manner. If this information had been provided to him in a timely manner, his presentation would have been vastly different.

It is our position that Mr. Sanborn's due process was violated, and we respectfully request a new appeal hearing before the City Council. If the Marley Report or the Ailport Report are adjusted or amended in any way, we request the amended report be delivered at least seven (7) days prior to any rehearing.

Please provide us with a notice of a new hearing date by June 30, 2021. If no such notice is provided, I will recommend to my client that we judicially appeal the Council's decision.

Sincerely,



Lisa Moline
Attorney at Law

cc: Andrakay Pluid, via email: apluid@bonnersferry.id.gov



CITY OF BONNERS FERRY

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

STAFF SUMMARY REPORT FOR APPEAL OF BOB SANBORN PROPERTY SPLIT REVIEW ADMINISTRATIVE FILE #AR05-21

Prepared by: Lisa M. Ailport, AICP
City Administrator
7232 Main Street
Bonners Ferry, Idaho 83805

Project Description: The applicant is seeking an appeal of the decision dated May 5, 2021. The decision is attached to this report.

Applicant: Robert (Bob) Sanborn
1421 Fertile Valley Road
Newport, WA 99156

Council Packet: Summary Report, Staff Decision letter, Applicant Appeal request, Property Split Review Application

APPLICABLE CITY CODES:
§11-15-5 Appeals and Mediation
§12-1-8, Remedies
Idaho Code, Title 50, Chapter 13

REVIEW OF CITY CODE AND HEARING PROCESSES

Under Bonners Ferry City Code 11-15-5, Appeals and Mediation, any person aggrieved by a ruling of the commission, respecting the interpretation of this act or any officer, department, board or bureau of the city concerning the interpretation of this act may take an appeal to the council in the following manner:

1. Such appellant shall, within fifteen (15) days after either staff or commission makes the decision, file a written notice with the city clerk, together with a filing fee as hereinafter required. The city clerk shall forthwith transmit to the council all papers constituting the record upon which this action was taken.
2. The council, upon receipt of any notice of appeal, shall fix a reasonable time for the hearing of the appeal, but not less than fifteen (15) days nor more than thirty (30) days after

receipt of such notice of appeal and give written notice of such hearing to the appellant, the commission or to any other department of the city which might be affected by the appeal.

3. The commission shall hear and decide the appeal within a reasonable time but in no event more than forty five (45) days after its final adjournment of the hearing. At the hearing, parties in interest may appear in person or by agent or attorney and testify and offer evidence and material relevant to the issue.
4. The council may reverse or affirm, in whole or in part, or may modify the order, requirement, decision or determination as, in its opinion, ought to have been made on the premises.

The Landowner/applicant has submitted their request in a timely matter together with the \$100.00 fee. The City has fixed the appeal in a timely matter. It is recommended by staff that the following procedure be followed to ensure the applicant is provided due processes for consideration of the appeal.

Hearing conduction

1. Chair opens the hearing, by reading the agenda item.
2. Chair Asks for disclosures and any conflicts of interest.
3. Staff prepare summary of the request- why we are here and what the process is that we are going through.
4. Appellant presents their appeal to the council.
5. Staff presents their decision and reasoning for decision.
6. Rebuttal by Appellant, no new evidence shall be admitted.
7. Council may ask questions of either appellant or staff at any time during the hearing.
8. Chair closes the hearing and then council shall deliberates to a decision; the decision can occur that evening or can be postponed, but no more than 45 days from date of the hearing.
9. Written decision is provided in writing to appellant.

ADMINISTRATIVE REVIEW/SUMMARY

The applicant sought an administrative review and confirmation that lot of ±0.16 acres is a legal parcel or lot by city standards. After a review of a Chain of title report, prepared by Community Title LLC, dated March 25, 2021, staff determined that the lot in question needed to pursue a plat amendment, to remove a plat note on the areas which reads “Not a Building Lot.”

According to the Chain of Title, the original plat was completed in August of 1978 as “Marx Subdivision.” At the time of plat recording the property was in the unincorporated portion of Boundary County. It was not annexed into the City until December of 2001, with ordinance 465.

The County would have had ultimate land regulations over any development that occurred there. However, the plat does contain both the County and the City’s approval signatories on the plat, providing that both entities reviewed and approved the plat at that time.

When the City annexed the plats and land in 2001, they annexed their notes and restrictions as well.

CODE REVIEW AND DETERMINATION

In reviewing city and state code relating to platting and subdivision standards, staff relied on the following in making the determination as provided in the decision letter.

50-1315. EXISTING PLATS VALIDATED. None of the provisions of sections 50-1301 through 50-1325, Idaho Code, shall be construed to require replatting in any case where plats have been made and recorded in pursuance of any law heretofore in force; and all plats heretofore filed for record and not subsequently vacated are hereby declared valid, notwithstanding irregularities and omissions in manner of form of acknowledgment or certificate.

In reviewing this code section, under Idaho law it is clear the city shall honor the existing subdivision as it has been established, regardless of the current nature of the platted lots. For example, if lots do not meet the required lot design standards, the city can not require replatting to correct for irregularities or grandfathered standards. The staff report identifies the 0.16 acre lot as meeting current city codes and standards, or otherwise acknowledges them as grandfathered.

The same is also true in the opposite, the city cannot ignore standards of a plat based on our existing subdivision standards. For example, the note on the plat listing the lot as "Not a Building Lot," was placed as likely a more restrictive covenant of the plat at the time of recording. The city cannot ignore because it is more restrictive, no differently than we can ignore an easement width because our easements standards are less restrictive. Therefore, to address this city relied on Idaho Code 50-1306A to require replatting.

In careful review of the standards of vacating, under Idaho Code 50-1306A, city staff found that vacation of plat procedures does address the standards in which a plat is vacated or replatted, including even parts of plats (§50-1306A(9)). This includes, but is not limited to, plat notes, plat restrictions or plat easements (see statute below).

50-1306A. VACATION OF PLATS – PROCEDURE. (1) Any person, persons, firm, association, corporation or other legally recognized form of business desiring to vacate a plat or any part thereof must petition the city council if it is located within the boundaries of a city, or the county commissioners if it is located within the unincorporated area of the county. Such petition shall set forth particular circumstances of the requests to vacate; contain a legal description of the platted area or property to be vacated; the names of the persons affected thereby, and said petition shall be filed with the city clerk.

Section 50-1306A (9) states "Land exclusive of public right-of-way that has been subdivided and platted in accordance with this chapter need not be vacated in order to be replatted"

CONCLUSION

Staff sees the "Not a Building Lot" as a more restrictive plat note than current city requires, thus requiring the replatting/vacation processes as provided in §50-1306A as a reasonable and necessary process to remove the restriction.



CITY OF BONNERS FERRY

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

STAFF REPORT FOR BOB SANBORN PROPERTY SPLIT REVIEW ADMINISTRATIVE FILE #AR05-21

Prepared by: Clare Marley, AICP
Contract Planner
219 Pine Street
Sandpoint, Idaho 83864

Project Description: The applicant is seeking confirmation that parcel of ± 0.16 acre is a legal parcel.

Location: The site is located on Vista Drive. The property is known as Assessor's Real Property #RPB064000000COA. The lot is listed as Tax 3 in the Marx Subdivision, Section 22, Township 62 North, Range 1 East, B.M.

Parcel size: ± 0.16 of an acre.

Applicant: Robert (Bob) Sanborn
1421 Fertile Valley Road
Newport, WA 99156

Applicant's Representative: N/A

Property Owner: Robert L. Sanborn

Application Filed with City: March 29, 2021

APPLICABLE CITY CODES:
§11-2, Zoning Districts and Maps
§12-3, Subdivisions, Applicability & Exemptions
§12-1-8, Remedies
Idaho Code, Title 50, Chapter 13

PROJECT OVERVIEW/ SUMMARY

The applicant is seeking an administrative review and confirmation that lot of ±0.16 acres is a legal parcel or lot.

PROPERTY INFORMATION

- A. Site Acreage: ±0.16 of an acre or ±6,969 square feet.
- B. Access: The site is served by Vista Drive on the southwest boundary. Vista Drive is a public right-of-way (city street).
- C. Services: The site is not currently served by city sewer and water. The site is within the city fire service area and is served by city police.
- D. Existing structures: There are no structures on the property.
- E. Zoning: Residential A.

In order to determine whether the property was created in conformance with Bonners Ferry subdivision and zoning laws, the administrative review consists of an analysis of the history of the subject property deeds against the effective dates of Bonners Ferry codes. The applicant has submitted a chain of title from Community Title LLC dated March 25, 2021, that reveals the following:

1. Patent recorded as Book 1, Page 344, records of Boundary County, ID (5/15/1900):
2. Patent recorded as Book 2, Page 178, records of Boundary County, ID (5/15/1900):
3. Deed of Records, Book 4, Page 165, records of Boundary County, ID (8/1/1900):
4. Deed of Records, Book 5, Page 617, records of Boundary County, ID (9/1/1907):
5. Deed of Records, Book 6, Page 131, records of Boundary County, ID (5/1/1908):
6. Warranty Deed #39652 (10/22/1942)
7. Warranty Deed #101467 (4/30/1968)
8. Decree recorded #102500 (10/4/1968)
9. Plat recorded #127851 (8/11/1978)
10. Warranty Deed #127853 (8/11/1978)
11. Warranty Deed #202783 (7/27/2001)
12. Warranty Deed #202784 (7/27/2001)
13. Warranty Deed #226544 (5/22/2006)
14. Warranty Deed #285283 (1/26/2021)

The Remedies section of Bonners Ferry City Code at §Section 12-1-8 paragraph D provides the benchmark dates for determining when a parcel is considered compliant with land use laws of the city. These sections state:

D. For the purposes of the administration of this section, the following shall be considered in compliance:

1. Any lot or parcel which is described on a recorded legal instrument of conveyance prior to December 29, 2005;
2. Any lot or parcel for which a valid building permit has been issued by the City, where on development has occurred and a use has been established in reliance on that permit;
3. Any lot or parcel which is described on a recorded legal instrument of conveyance prior to April 27, 2017, that does not meet lot size or lot dimensional standards.

The size of the lot meets or exceeds the minimum lot area of the Residential A zone district of 5,000 square feet. The lot was described (depicted) on August 11, 1978 as part of the Marx Subdivision plat, but carried the "Not a building lot" label. The land division meets paragraph D1 criteria as being described on a legal recorded instrument of conveyance (the plat) prior to December 29, 2005. The later Tax 3 metes and bounds description also predates the 2005 compliance date, with a recording of July 27, 2001 (Instrument #202783).

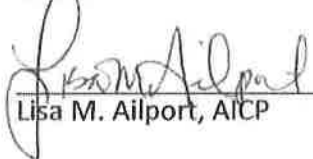
The remaining question is the effect of the label "Not a building lot." The records do not indicate why the lot was not considered a building lot, whether it was due to services, zoning, access, slope, or other issues. Background information does not reveal whether the landowner placed this restriction or the county required it. The city cannot conclude the landowner is permitted to build on the lot without further action to remove the building restriction from the platted lot. To remove the restrictive label, the landowner shall submit an application to the city to amend the subdivision lot.

ADMINISTRATIVE DETERMINATION

On May 5, 2021, the city zoning administrator determined that the lot or parcel known by Boundary County Assessor tax parcel #RPB064000000COA and described in Warranty Deed #285283, is NOT eligible for building permit or development within the City of Bonners Ferry due to the restrictions placed upon the property at the time of plat recording. The steps the land owner may take to bring the subject property into compliance are to:

1. File an application with the City of Bonners Ferry to amend the platted lot;
2. Obtain approval for the amended plat and record the amendment, in compliance with the procedures and standards of the City of Bonners Ferry and the State of Idaho platting requirements.
3. Approval of an amendment to the platted lot does not ensure, guarantee, or entitle the landowner to city utility services.

This action does not result in a taking of private property.



Lisa M. Ailport, AICP

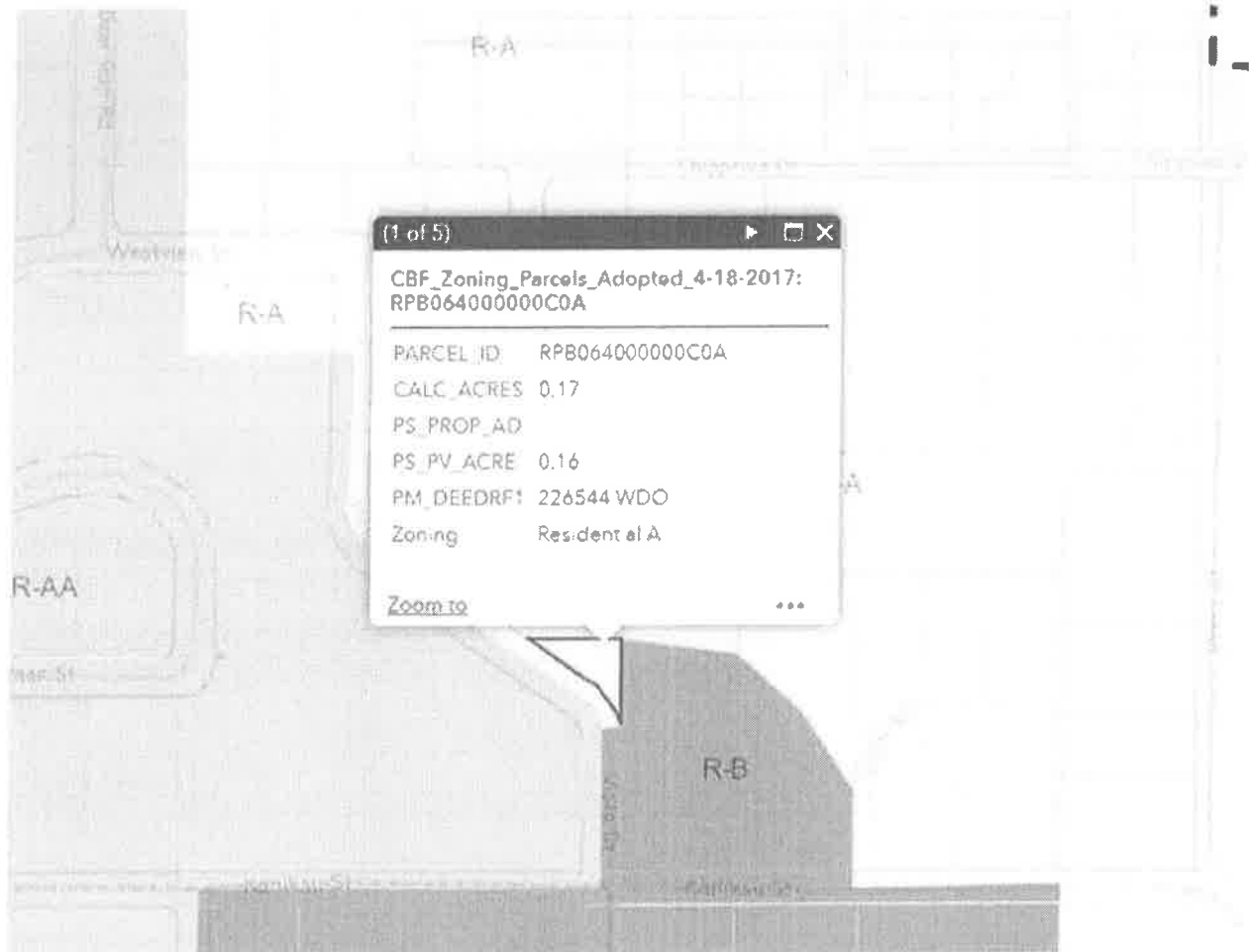
5/5/2021

Approval Date

RIGHTS OF APPEAL

Any person aggrieved by this determination may submit an appeal to the city council, pursuant to Bonners Ferry City Code §11-15-5. Written notice of the appeal shall be filed within 15 days of the decision, together with the required filing fee.

MAP OF THE SUBJECT PROPERTY



Lisa Ailport

From: Bob Sanborn <bluwoodie@yahoo.com>
Sent: Monday, May 17, 2021 12:30 PM
To: Lisa Ailport
Subject: Appeal of #AR05-21.
Attachments: CC&R's.pdf

Lisa,

Please accept this letter as my appeal of your Cinco de Mayo letter to me Re: #AR05-21.

I sent you the appeal letter and \$100.00 check. You should have it soon.

Thank you, bob sanborn

Mr. Mayor and City Council members,

Thank you for your time and attention to my appeal of the property split review, #AR05-21.

I concur with Clare Marley of Ruen and Yaeger that lot #RPB 064 000000 COA satisfies the lot minimum area and exceeds it by 50% for the residential A zone. Additionally, this lot meets the paragraph D1 criteria by having been recorded prior to Dec.29, 2005, (see p.4, Letter of Review, #AR05-21).

In August 1978, Mr. Marx subdivided his land into 1 to 3 acre lots. It is my belief that this .16 acre lot was simply not in character with his aspirational goal of selling and developing 1 to 3-acre view lots in this subdivision. There is no mention made of this lot in the owner's certificate for this plat. This lot complies with the county's regulations for development. Conversely, if the county would have wanted this to be 'unbuildable', it would have required a label on the map and an explanation to that label in the owner's certificate and CCRs. It is not a wetland, open space, nor common ground greenbelt. This is a stand-alone, leftover lot. I own it. I would like to develop it.

I have included Mr. Marx's list of CCRs which were part of the Title Report for this lot, recorded 8-10,11-1978. It appears that at the time of the original subdivision, where this lot was created, Mr. Marx was familiar with and capable of creating a restrictive covenant under the required procedures of Boundary County. The list of restrictions is well developed but does not include any restrictions on this lot concerning development and building.

At the time of the subdivision, approved by Boundary County, this lot, did in fact, satisfy all building lot requirements. This continues to be true under the current city zoning and building codes. Jim Marx's lack of interest in developing this lot should not be interpreted as a restriction. (see surveyor's comment below). I believe, this note

indicates something other than a desire to restrict this parcel from building development forever. Perhaps it was a notice to prospective customers for his lots?

Given the fact Mr. Marx clearly knew how to create a restriction by way of the CCR process, a mere notation, with limited context, on a subdivision map is just that: a mere notation. Without more contextual documentation, it is difficult, if not impossible, to interpret a holographic notation by an unknown author as a binding restriction.

In conclusion, I am asking the city council to exercise its authority and grant this common-sense clarification to the ambiguity left from a 43-year-old plat map notation. The spirit of the original subdivision is not jeopardized by the outcome I am seeking and would allow for reasonably unencumbered use of this lot by myself and all future owners.

"The northeasterly lot is in the Marx Subdivision and the plat does say "not a building lot". I don't think that this is necessarily an absolute restriction as there is no other statement on the plat that specifically states you cannot build on the lot. I would also hope that our crew is being polite but limited in their conversations with adjoining landowners. But I will talk to them this morning and find out."

Thanks – Dick. (with permission)

Respectfully,

Bob Sanborn
509-714-7390

Attachments: Marx CCR



CITY OF BONNERS FERRY

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

PROPERTY SPLIT REVIEW APPLICATION

FOR OFFICE USE ONLY – APPLICATION INFORMATION

FILE #: <i>AR05-21</i>	DATE RECEIVED: RECEIVED MAR 29 2021 CITY OF BONNERS FERRY
REQUEST: <i>Property Split Review</i>	


FOR OFFICE USE ONLY—DECISION INFORMATION:

DECISION:	DATE OF WRITTEN DECISION:
NOTES:	

APPLICATION FOR PROPERTY SPLIT REVIEW SHALL INCLUDE THE FOLLOWING:

- Completed application form, signed by the landowner;
- Copy of current deed;
- A site plan of the property showing property dimensions, approximate acreage, existing structures labeled as to use, names and locations of all roads, access easements, or rights-of-way serving the property;
- Certified chain of title from a title company showing all recorded transfers of title involving the subject property and parent parcels dating from 1959 to present;
- Copy of the Assessor's Valuation Summary sheet for the subject property;
- Any additional information the applicant believes would be helpful for consideration;
- Appropriate application fee, as set forth by the City.

APPLICANT INFORMATION:

	Mr. Bob Sanborn 1421 Fertile Valley Rd Newport, WA 99156-8371	State:	Zip code:
	Telephone: <i>509 714 7390</i>	Fax:	
E-mail: <i>blwoodie@yahoo.com</i>			

REPRESENTATIVE'S INFORMATION:

Representative's name: <u>N/A</u>		
Mailing address:		
City:	State:	Zip code:
Telephone:	Fax:	
E-mail:		

PARCEL/LOT INFORMATION: 522, T62N, R2E

Parcel # (s): <u>R7B 0.64 000 000 COA</u>	Parcel size: <u>.16 ACRE / 7,215 sq'</u>
Legal description: <u>SEE ATTACHED EXHIBIT 'A'</u>	
Current zoning: <u>RESIDENTIAL</u>	Current use: <u>VACANT LAND</u>
Has the city ever issued a building permit for the site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, provide permit number and year constructed.	<u>N/A</u>
If there are any surveys of the property, list recording number.	<u>IN PROGRESS BY DICK STAPLES</u>
Access to the site is <input type="checkbox"/> Private <input checked="" type="checkbox"/> Public	Street name: <u>VISTA DRIVE</u>
<p>Note: The property split review is a voluntary application process to determine whether a parcel met the zoning and subdivision laws in effect at the time the division of land occurred. This application is administratively reviewed and can be used to help determine whether a parcel was lawfully divided or whether additional zoning or subdivision standards must be met prior to development. Bonners Ferry City Code 12-1-5(A) does not allow issuance of a building permit, certificate of occupancy, or city utility service for construction of any structure located on a lot or plat subdivided or sold in violation of city subdivision or zoning regulations.</p>	

I hereby certify that all the information, statements, attachments and exhibits submitted herewith are true to the best of my knowledge. I further grant permission to the city and its representatives to enter upon the subject land to make examinations or review the premises relative to the processing of this application.

Landowner's Signature: Bob Anderson Date: 3-23-21

Landowner's signature: _____ Date: _____

RECEIVED
MAR 29 2021
CITY OF BONNERS FERRY

Mr. Bob Sanborn
1421 Fertile Valley Rd
Newport, WA 99156-8371

EXHIBIT "A"

[REDACTED]

[REDACTED] (1), Marx Subdivision, according to the plat in Book Two (2) of plats at page 04, records
[REDACTED]

PARCEL II / *APP 064 000 000 COA*

A tract of land situated in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section Twenty-two (22), Township Sixty-two (62) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho, more particularly described as follows:

Beginning at the Southwest Corner of said Section Twenty-two (22): thence North 00°03'00" West along the west line of the Section Twenty-two (22) a distance of 1308.01 feet to a point, being the Northwest corner of Marx subdivision as shown on survey of record in Book 2 of Plats at page 17, as Instrument No. 127851, Boundary County Records, thence North 89°48'40" East along the north line of said subdivision, 680.07 feet to a point; thence South 00°02'06" East 858.86 feet along the East line of the said Marx Subdivision to the TRUE POINT OF BEGINNING of this description; thence North 00°02'06" West 131.63 feet to a point; thence west and perpendicular to the east line of the said Marx Subdivision a distance of 140.00 feet to a point on the edge of right of way Vista Drive, thence South 55°37'35" East 107.61 feet to a point, thence on a curve to the right having a central angle of 39°08'52", a radius of 130.0 feet, for an arc length of 88.82 feet, along the edge of right of way known as Vista Drive, to the TRUE POINT OF BEGINNING.

RECEIVED

MAR 29 2021

CITY OF BOUNDARY COUNTY

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3-23-21

LISA,

PLEASE FIND ENCLOSED THE INFORMATION FOR A
PROPERTY SPLIT REVIEW, SINCE I COULDN'T FIND THE
APPROPRIATE FORM ON LINE.

By the time you receive this you should
have a CHAIN OF TITLE Report FOR Lot Number,

RPTB 064 000 000 COA,
LOCATED ON THE EAST SIDE OF VISTA DRIVE, JUST
NORTH OF BANIKSU ROAD, DONNERS FERRY CITY
LIMITS.

ENCLOSED:

A CHECK FOR THE \$2000 (PERMIT) FEE.

A CARD WITH MY PERSONAL DIRECTORY INFORMATION.

I hope this will be what is needed to achieve
*your approval for developing, (i.e. sewer, water, electric,
AND DRIVEWAY), FOR PARCEL RPTB 064 000 000 COA.

It is nice to be important, but it is more important to be nice.

1421 Fertile Valley Road
Newport, WA 99156
bluwoodie@yahoo.com
(509) 714-7390

Bob Sanborn

Bob

RANDALL W. DAY
ATTORNEY-AT-LAW
P O BOX 358
BONNERS FERRY, IDAHO — 83805
TELEPHONE (208) 267-3198

CONDITIONS OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION made on the 10th day of August, 1978, by MARX DEVELOPMENT COMPANY, an Idaho Corporation, whose business address is P.O. Box 922, Bonners Ferry, Idaho 83805, hereinafter referred to as DECLARANT;

W I T N E S S E T H :

WHEREAS, Declarant is the owner of all the property located in Boundary County, State of Idaho, more particularly described as follows:

A parcel of land situate in the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-Two (22), Township Sixty-Two (62) North, Range One (1) East, Boise Meridian, Boundary County, Idaho.

More particularly described as follows:

Beginning at the Southwest Corner of said Section Twenty-Two (22); thence North $0^{\circ}03'00''$ West along the West line of Section Twenty-Two (22) a distance of 1308.01 feet to the TRUE POINT OF BEGINNING of this description; thence North $89^{\circ}48'40''$ East a distance of 660.07 feet; thence South $0^{\circ}02'06''$ East a distance of 1060.96 feet; thence South $89^{\circ}47'00''$ West along the North right of way of Kaniksu Street a distance of 57.15 feet; thence North $0^{\circ}43'30''$ East a distance of 183.64 feet; thence along an arc of a 70 foot radius curve to the left a distance of 68.85 feet; the long chord bears North $27^{\circ}27'03''$ West a distance of 66.10 feet; thence North $55^{\circ}37'35''$ West a distance of 363.64 feet; thence along the arc of a 130 foot radius curve to the right a distance of 129.28 feet; the long chord bears North $27^{\circ}08'33''$ West a distance of 124.04 feet; thence North $1^{\circ}21'15''$ East a distance of 221.85 feet; thence South $89^{\circ}48'40''$ West a distance of 223.75 feet; thence North $0^{\circ}03'00''$ West a distance of 280.00 feet to the TRUE POINT OF BEGINNING of this description.

WHEREAS, Declarant will convey the said property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all the property described above shall be held, sold and conveyed, subject to the following easements, restrictive covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having or who will

acquire any right, title, or interest in the above described properties or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE 1
Area of Application

1. FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Article 2 hereof in their entirety shall apply to all of the above described real estate.

ARTICLE 2
Residential Covenants

1. LAND USE AND BUILDING TYPE. No lots shall be used except for single family residential purposes. No buildings shall be commenced, erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed 1½ stories in height and a private garage for not more than three vehicles, with the exception of Lot #14 which may have a 2 story residence.

2. ARCHITECTURAL CONTROL. No buildings shall be commenced, erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or walls shall be commenced, erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as hereinafter provided.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Thirty Thousand Dollars (\$30,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the

covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages shall not be less than 1080 square feet for a one story dwelling nor less than 1200 square feet for a dwelling of more than one story.

4. BUILDING LOCATION. a. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front line nor 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line.

b. With written approval of the Architectural Control Committee, a one story attached garage may be located nearer to a street than above provided, but not nearer than 10 feet to any street line, where the natural elevation of the lot along the established minimum building setback line is more than either eight feet above or four feet below the established roadway level along the abutting street and where in the opinion of said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 20 feet to any street line.

c. Notwithstanding the above, no building shall be commenced, erected or placed on a reserved easement as it appears on the Final Plat of the Marx Subdivision on file with the Recorder's Office of Boundary County, State of Idaho.

5. EASEMENTS. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and along the interior five feet of each lot line. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which maybe or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. During the construction of any residence, it shall be permissible for the builder or contractor to place a temporary office and tool shed on the premises which shall be removed immediately following the completion of the building.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in

any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and so long as the care given such animals is accomplished in such a way as to not constitute a source of annoyance to any adjoining property owner. Further, this restriction shall not be considered to prohibit any person from riding a horse about his premises so long as it is not kept or boarded on the premises overnight.

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. The burning in outside incinerators, barbeque pits and the like is prohibited, it being intended that all refuse, trash, garbage, and the like shall be hauled from the subdivision.

12. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Idaho Department of Health and Welfare. Approval of such system as installed shall be obtained from such authority.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines

extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. USE RESTRICTIONS. No manufacturing or commercial enterprises shall be conducted or maintained upon or in connection with any residential lot or lots nor shall said lot or lots, in any way, be used for other than strictly residential purposes except that professional offices may be maintained within the main dwelling upon specific approval by the Architectural Control Committee in each case.

15. REFUSE. Refuse piles or other unsightly objects or material shall not be allowed to be placed or remain upon the premises or easements. The Architectural Control Committee or its agents shall have the right to enter upon said lands and remove such refuse piles or other unsightly objects or materials at the expense of the owner and such entry shall not be deemed a trespass, and owner shall be liable for costs incurred relative thereto.

16. PARKING. No commercial-type vehicles and no trucks shall be stored or parked on any lot except in a closed garage, nor parked on any street. Cars and pickups belonging to a lot owner shall be regularly parked off the street.

17. TRAILER AND BOAT PARKING. Housetrailers or mobile homes shall not be stored or parked on any lot except in a closed garage, nor regularly parked on any residential street or alley. That type of trailer, commonly known as a camping trailer, and boats may be parked by the owner so long as such camping trailer or boats are parked in the rear of the dwelling and within forty feet of the dwelling and in a closed garage. To be at the rear of the dwelling shall be deemed to mean the space between the side building lines extended.

to the rear of the lot. The rear of the dwelling shall be that side opposite the street on inside lots and on corner lots shall be determined by the Architectural Control Committee.

18. GRAVEL PITS. No gravel pit or sand pit shall be maintained or operated on any lot.

19. OBSTRUCTIONS. Outside clotheslines, aerials, antennanes, towers or similar structures must be approved by the Architectural Control Committee. Free-standing basketball backboards shall not be allowed unless specifically approved by the Architectural Control Committee.

20. TREES AND SHRUBS. The removal of trees and shrubs from the lots 12, 13 and 14 shall be prohibited except on written approval of the Architectural Control Committee.

21. BUILDING MATERIALS. All materials used in the construction, alteration or remodeling of any building, wall, fence, or other structure shall be new and of good quality and design. Used materials of good quality may be used in exceptional circumstances, providing the written approval of the use of such materials is first obtained from the Architectural Control Committee.

22. SURFACE WATER. No owner shall collect water at one point and discharge same on to an adjoining lot nor in any way change the natural drainage so as to unduly change the amount of water which runs onto an adjoining property.

23. MAILBOXES. Mailboxes shall be erected at centralized locations as determined by the Architectural Control Committee.

24. CONSTRUCTION, TIME LIMITATIONS. All construction of a residential nature must be commenced within 18 months from purchase date and completed within 18 months from commencement of construction. In the event construction is not commenced within said 18 month period, Purchaser shall resell the property to Seller at the original purchase price, less Sellers original costs.

25. DOUBLE WIDE MOBILE HOMES. No structures commonly referred to as "double wide mobile homes" shall be placed upon any lots without the prior approval of the Architectural Control Committee.

26. DRIVEWAYS. No driveways, private lanes or roads shall enter or exit from Vista Drive or First Street.

27. SEWAGE. Sewage from all lots except Lots 12, 13 and 14 shall be gravity fed to a public sewer system. Sewage from Lots 12, 13 and 14 shall be deposited in a public sewer system by means of individual pumping stations as designed by Durtschi Engineering of Coeur d'Alene, Idaho, as approved by the Idaho Department of Health and Welfare. All costs of connection shall be the responsibility of the lot owner.

28. FUTURE SUBDIVISION. Any future subdivision of any lot, parcel or tract of the aforementioned property is prohibited.

29. PUBLIC DEDICATION. Other than land dedicated to public use as it appears in the Final Plat of the Marx Subdivision, no further lot, parcel or tract of land may be dedicated to public use without the approval of the Architectural Control Committee.

ARTICLE 3 Architectural Control Committee

1. REVIEW BY COMMITTEE. The Architectural Control Committee is composed of James D. Marx, Helen M. Marx, and David Slepnikoff. It is understood that James D. Marx shall have the right and authority to change the membership of said committee by notice in writing to the other members and name new members to the committee in his discretion. The committee shall have the right to refuse to approve any such plans or specifications or grading plans, shall have the right to take into consideration the use and suitability of the proposed building or structure and of the materials with which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structures planned on the outlook from the

adjacent neighboring property, and may in its discretion allow or grant exceptions to these covenants when in its opinion it is advisable to do so.

2. APPROVAL OR DISAPPROVAL. The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove, within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. DESIGNATION OF REPRESENTATIVE OR SUCCESSOR. A majority of the Committee may designate a representative to act in its behalf in the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant.

ARTICLE 4 General Provisions

1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Costs of enforcing these covenants, including attorney fees

and court costs, shall be paid by any person found in violation of said covenants, conditions and/or restrictions.

3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. NOTICE. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have properly given when mailed, postage prepaid, to the last known address of the person who appears as owner of record at the time of such mailing.

5. CONTRACTS. Every person, who by written contract agrees to purchase any lot, tract, or parcel of land herein described, will be deemed to have made and accepted such contract and agreed to purchase the lands herein described subject to all of the restrictions and conditions herein contained.

6. DEEDS. Every person, who by deed becomes the owner of any lot, tract, or parcel of land hereinabove described, will be deemed to have accepted such deed and title to the land herein described or any portion thereof, subject to all the restrictions and conditions herein contained.

ARTICLE 5
Attest

IN WITNESS WHEREOF, Marx Development Company has executed this document this 10th day of August, 1978.


JAMES D. MARX, President


HELEN M. MARX, Secretary

STATE OF IDAHO:
County of Boundary: ^{SS}

On this 10th day of August, in the year 1978, before me, the undersigned Notary Public for Idaho, personally appeared JAMES D. MARX, known to me to be the president of the corporation that executed the instrument, and HELEN M. MARX, known to me to be the secretary of the corporation that executed the instrument, and acknowledged to me that such corporation executed the same.



Randall W. Day
Notary Public for State of Idaho
Residing at Bonners Ferry, Idaho
My Comm. Exp.: 8-3-80

Suppose
Chicago
Bureau

STATE OF IDAHO } 127851
County of Boundary } SS

Filed for record at the request of
RANDY DAY
on the 11 day of AUG. 1978 at 4:30
o'clock P.M., and recorded in Book 30
of INST. on page 571

RECEPTION (✓)
INDEXED (✓)
FILMED ()
DELIVERED ()
MAILED ()

BETTY C. DOUGLAS
County Recorder
By R. Jones
Deputy
Fee \$ 11.00
Mail to _____



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: July 14, 2021
RE: Mai Temporary Logging Agreement

Ryan Mai, via his representative Justin Fluid, has requested a temporary logging easement for access to approximately 10 acres of land direction east of the golf course. The attached agreement has been developed and presented to Council for consideration. The steps for an easement to be recorded would be to enter into the attached agreement, complete the pre-condition requirements and then record the easement with the understanding that the post logging restoration efforts will be completed. Below is a summary of the terms of the agreement. Mai has agreed to the terms and has signed the contract.

Contract Highlights

- Pay all professional services costs associated with preparing and executing the agreement,
- Mark the centerline of the easement in the field,
- Mark all trees that will have to be removed,
- Provide a drawing/plans which the City may review and approve for the road layout, design and construction for that portion of road located on City property.
- Pay the city \$2,500.00 for the use of the temporary easement.
- Restore the public land back to precondition levels, including planting of new trees as prescribed or as determined by the City's Professional Forester.

Should Council agree, staff would seek a motion to authorize the mayor sign an agreement for a temporary logging easement with Ryan Mai on property known as Assessor parcel number RP61N01E080450A, and authorize the Mayor to sign and record the future easement upon completion of the prerequisites within the agreement.

**CITY OF BONNERS FERRY, IDAHO
TEMPORARY LOGGING
EASEMENT AGREEMENT**

THIS AGREEMENT is made effective this _____ day of _____, 2021, by and between the *City of Bonners Ferry*, 7232 Main Street, Bonners Ferry, Idaho 83805, a municipal corporation of the State of Idaho, hereinafter termed the “City,” and, **Ryan Mai**, hereinafter termed the “Owner.”

WHEREAS, the Owner owns a tract of land, more particularly described in the attached as Assessor Parcel number RP61N01E080450A and illustrated in attached Exhibit A, which the Owner wishes to have logged and said land requires temporary access to the property in order to complete the logging.

WHEREAS, according to the Owner they cannot obtain access for the stated purpose through the adjacent property owners to the west and along the County Road known as Deep Creek Road.

WHEREAS, the Mayor and City Council of the City of Bonners Ferry have determined it to be in the best interests of the City to provide temporary access to said lands described above and as attached in Exhibit A (hereinafter termed “Described Lands”), subject to the Owner performing the covenants and conditions hereafter set forth;

WHEREAS, the City and the Owner with the execution of this document agree to the terms and conditions as set forth therein and by fully executing the terms of this agreement the City shall provide temporary access to the landowner for logging purposes only;

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Purpose:

Owner enters into this Agreement to obtain 30-foot temporary logging easement over the Described Lands, while the City seeks to obtain partial mitigation of the effects of said easement use. Owner acknowledges that the City has no duty to provide easement to said lands and that the promises of Owner constitute an inducement for the City to do so.

The term “Owner” is not deemed to include any successor in interest in the Described Lands, but is exclusive to the Owner as detailed above.

2. Pre and Post Requisites:

Upon proper execution and recordation of this Agreement, and upon performance of the prerequisite steps called for herein, the City will, to the extent lawfully permitted, record the temporary easement to allow access to the Owner’s property. Prior to recordation of the easement:

2A. The Owner shall pay any and all costs associated with the development and execution of the easement, including the City’s Professional Forester and any

engineer costs. The City will present those costs to the Owner in an itemized format for review and acceptance.

2B. The Owner shall stake out the location of the easement and mark those trees that are required to be removed to accommodate the road construction. An estimate cost to the City for the value of the trees shall be presented to the City.

2C. The Owner shall provide a drawing/plans which the City may review and approve for the road layout, design and construction for that portion of road located on City property. Any stormwater, erosion control measures or cut/fill as well as approach standards should be included with the road plans. The City shall have the right to review those plans with the City Engineer or Contract Engineer and provide comment on them. Comments should be addressed, or plans amended or appended, based on the professional engineer's advice. The City reserves the right to remove or revoke this agreement if the road design and construction approvals are not adhered to.

3. *Agreement/Term of Easement*

Upon completion of the above prerequisites, the City shall record the temporary easement with the County Recorder's office.

An easement, 30-foot in width, shall be available for use for a period of one year, commencing on the date of easement recording and concluding 12 months later.

If the Owner should wish to extend the easement, they shall petition the City Council for a one-time, 12-month extension. No further extensions shall be allowed without a new agreement in writing.

Failure to complete the work in time frame granted may result in the City charging a penalty each day the road continues. For sake of this agreement completion means the property is fully restored to acceptable levels as provided for in this agreement. The Owner shall provide written documentation to the City indicating they have completed the restoration efforts and the City shall accept before this contract is extinguished.

4. *Consideration:*

Owner agrees to provide specific consideration to the City in the amounts and at the times specified herein. The sums specified are deemed by the parties to be a reasonable fee for City benefits to the Owner's use and represents the loss of productive timber over the life of the affected area.

The following consideration may be used in any manner that the City, in its sole discretion decides. The sums and manner of payment are detailed in Section 4.1.

4.1 Payment for said easement in the amount of two thousand five hundred dollars (\$2,500.00). Payment shall be made prior to recording of the easement.

5. *Restoration of City Property*

Upon completion of the logging activities, the Owner shall restore the public land back to precondition levels, including planting of new trees as prescribed or as determined by the City's Professional Forester. The Owner shall submit a plan for review of the tasks to restore the land, and such plan shall be completed to the satisfaction of the Mayor or City Administrator.

7. ***Severability:***

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

8. ***Merger and Amendment:***

All promises and prior negotiations of the parties are merged into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in law. The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution shall not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

9. ***Enforcement - Attorney's Fees:***

Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

IN WITNESS WHEREOF, the City of Bonners Ferry has caused this Agreement to be approved by the City Council, executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

CITY OF BONNERS FERRY

By: _____
Dick Staples, Mayor

Attest: _____
Christine McNair, City Clerk

ACKNOWLEDGMENTS

OWNER:

By: _____
Ryan Mai, Property Owner

STATE OF IDAHO)
 :SS
County of Boundary)

On this ___ day of _____, 2021, before me, a Notary for the state of Idaho, personally appeared **Ryan Mai**, known, or identified to me to be the Owner who executed this instrument or the person who executed the instrument.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the state of Idaho
Residing at:
Commission Expires:

Bonnors Ferry City Council,

Im am writing this letter on behalf of Ryan and Maureen Mai in hopes of gaining a temporary access easement to cross the corner of city property for the purposes of logging the adjacent 13 acre parcel that The Mai Family owns. (See attached Document #1 for visual aids).

At the far west end of the city golf course, (behind hole # 5 green), the City owns timbered property that has been previously logged and is accommodating to be used as an access point to log the Mai property. (See attached Document #2 for visual aid), As you parallel the golf courses #5 fairway while driving down the county road known as Deep Creek Loop and pass the #5 green a dirt road on the south side of the county road currency exists and was previously installed and gated for assumed logging operations and city property access. (See attached Document #3 for visual aids). This road is very visible and accessible to the county road without any modifications or safety concerns. If allowed to use this same access point, previously used by logging contractors for logging purposes, it would minimize potential congestion that may be created if a new access road was needed to be installed for logging purposes on the Mai family property. (See attached Document #4 for visual aids).

There would obviously be cooperation between the Mai family, their contracted contractors and the City of Bonnors Ferry to facilitate the effort of maintaining the integrity of the existing road and proposed affected/disturbed property. This is a list of reasonable efforts the Mai family and their contractors would take to protect and improve the integrity of the existing property to ensure that no cost or time would be incurred by the City or any City resources.

1. Clear existing overgrown brush away from the right-a-way on to the county road for greater field of view coming on to Deep Creek Loop. (See attached Document #5 for visual aids)
2. Add acceptable structural fill material to the N.E. side of the access point to accommodate a turning radius and a more friendly approach to the City Parcel.(See attached Document #6 for visual aids)
3. Add additional base rock to the existing access road as to not deteriorate the integrity of the existing road bed.
4. Make a considered effort to not disturb any unnecessary vegetation, trees or soil. If it is unavoidable then the soil will be put back to pre logging state and the raw exposed dirt will be sprayed with hydroseed to allow for erosion and dust control with added seed for future vegetation. If trees are required to be removed then the Mai Family will reimburse the city the value of those trees at IFM's fair scaled market value estimate per industry stumpage. (See attached Document #7 for visual aids)
5. The Mai family and their contracted contractors would have their own insurance and would agree to hold the City harmless in the event that something unforeseen or catastrophic arose on any part of the City property.

If there were any concerns about the impact to patrons using the golf course, I would tell you that the distances from the actual golf course, the density of existing vegetation, and the volume

of the forest canopy would greatly reduce and almost negate the impact to play and recreation.
(See Attached Document # 8 for visual aids)



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: July 14, 2021
RE: Garden Lane Bid

The attached bid sheet and letter from the contract Engineer provides the bids the city received on the Garden Lane project. The project was bid in two separate schedules, A & B, which represents the two LHTAC grants the city was awarded.

The lowest bidder for the project was WINK Inc., with a total bid of 269,000.00 (see attached bid sheet for more information).

The city was successful in receiving two LHTAC, Local Rural Highway Improvement Program (LHRIP) totaling \$199,400. Additionally, the surplus eliminator funding that the council earmarked at the May 4th regular meeting for this project, contributed another \$29,759.00 to the project. However, the bidding environment this year has produced bids which exceed our reimbursed expenses. The table below illustrates this.

GARDEN LANE	ESTIMATION	LOW BID	REIMBURSEABLE
SCHEDULE A	\$94,055.00	\$141,570.00	\$100,000.00
SCHEDULE B	\$92,510.00	\$127,430.00	\$99,400.00
Surplus			\$29,759.00
Total	\$186,565.00	\$269,000.00	\$229,159.00
Funding Gap			\$39,841.00

Staff is confident that there are other partners in the community who can support the funding gap and we are working with them to find extra funds to make this progress successful. One notable partner is the School District. The School Board will be on Monday, July 26th and at that meeting will discuss opportunities for funding assistance.

Even with the high bidding environment, the Contract Engineer and I feel confident that the project can be funded with either a reduction in the line items expenses or by finding additional funds.

Therefore, it is also my recommendation that council award the bid to WINK Inc, for the Bid Schedule A amount of \$141,570.00 and the Bid Schedule B amount of \$127,430.00 for a project total bid of \$269,000.00.

Please let me know if you have any questions.



July 6, 2021

City of Bonners Ferry
7232 Main Street (PO Box 149)
Bonners Ferry, ID 83805

RE: Garden Lane Road Improvement Project – Evaluation of Bids

Dear Members of the City Council;

On June 29, 2021 sealed bids were opened for the Garden Lane Road Improvement Project. A total of two bids were received. Contractors submitting bids were; Wink Inc. and S & L Underground.

Wink, Inc. of Bonners Ferry was the lowest bid received with a Bid Schedule A amount of \$141,570.00 and a Bid Schedule B amount of \$127,430.00 for a project total bid of \$269,000.00. The low bid amounts were above the Engineer's Estimate. No mathematical errors were found in the bid provided by Wink Inc and a mathematical error was noted in the bid received by S&L Underground. The mathematical error noted did not change the low bid outcome and a copy of the full bid tabulation is attached for your review.

The low bid was properly signed and executed and included an Idaho Public Works Contractor license number, a Subcontractors List, Bid Bond in an amount equal to 5% of the bid, and acknowledgement of receipt of Addendum 1. A check of the Idaho Division of Building Safety, Public Works Contractors Licensing Bureau database showed that Wink, Inc. has a valid contractor's license.

The low bid amount exceeds the dollar amounts that have been awarded to the City through the Local Highway Rural Investment Program. The 2021 bidding climate has resulted in several unit prices that are higher than we have seen in past years. If the City supports the use of additional funds for the extension and widening of Garden Lane, Century West Engineering recommends that the City of Bonners Ferry award the construction contract to Wink, Inc for the Bid Schedule A amount of \$141,570.00 and the Bid Schedule B amount of \$127,430.00 for a project total bid of \$269,000.00.

Please call with any questions or comments regarding this bid evaluation.

Sincerely,
CENTURY WEST ENGINEERING CORPORATION

A handwritten signature in black ink, appearing to read "Ryan J. Luttmann".

Ryan J. Luttmann, P.E.
Senior Project Engineer

Enclosure

105 Pine St. Unit 105A
Sandpoint, ID 83864

208.946.4380 office

BID TABULATION

Prepared By: Century West Engineering Corporation

PROJECT NAME: **Project Name** Garden Lane Road Improvement Project
 CLIENT: **Client Name** Bonners Ferry
 DATE: **Bid Opening Date** 6/29/2021



BID SCHEDULE A

BID ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNITS	ENGINEER'S ESTIMATE		WINK, INC.		S & L UNDERGROUND	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1010.A.1.A.1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
1010.A.1.A.1	ERODION CONTROL AND CONSTRUCTION SITE MANAGEMENT	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00
1010.A.1.C.1	REMOVAL OF OBSTRUCTIONS	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 25,000.00	\$ 25,000.00
1100.A.1.A.1	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 18,000.00	\$ 18,000.00
1100.A.1.A.1	PERMANENT SIGNING	1	EA	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00
202.A.1.A.1	ROADWAY EXCAVATION	100	CY	\$ 18.00	\$ 2,880.00	\$ 25.00	\$ 4,000.00	\$ 34.00	\$ 5,440.00
307.A.1.E.1	TYPE "C" SURFACE RESTORATION (GRAVEL ROADWAY)	80	SY	\$ 15.00	\$ 1,200.00	\$ 50.00	\$ 3,500.00	\$ 18.00	\$ 900.00
601.A.1.A.3	18" RIBBON STORM DRAIN PIPE - CLASS 3024 PVC	170	LF	\$ 20.00	\$ 3,400.00	\$ 90.00	\$ 15,300.00	\$ 78.00	\$ 13,160.00
601.A.1.A.17	18" RIBBON STORM DRAIN PIPE - CLASS HEAVY SMOOTH INT. EDR	165	LF	\$ 45.00	\$ 7,425.00	\$ 100.00	\$ 16,500.00	\$ 105.00	\$ 17,375.00
602.A.1.F.1	CATCH BASIN - TYPE 3	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 3,500.00	\$ 10,500.00	\$ 4,800.00	\$ 14,400.00
602.A.1.H.1	CONCRETE STORM VAULT	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,600.00	\$ 5,600.00
802.A.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE 1 (3" IN. BASE COURSE)	300	TON	\$ 25.00	\$ 7,500.00	\$ 70.00	\$ 21,000.00	\$ 38.00	\$ 11,550.00
802.A.1.B.3	CRUSHED AGGREGATE FOR BASE TYPE 9 (BALLAST)	800	TON	\$ 20.00	\$ 12,000.00	\$ 18.00	\$ 10,800.00	\$ 35.00	\$ 21,780.00
2050.A.1.C.1	SUBGRADE SEPARATION GEOTEXTILE	870	SY	\$ 2.50	\$ 2,175.00	\$ 4.00	\$ 3,480.00	\$ 6.00	\$ 5,220.00
800.A.1.A.1	PLANT MIX PAVEMENT - ROADWAY 3"	100	TON	\$ 90.00	\$ 9,000.00	\$ 130.00	\$ 13,000.00	\$ 122.00	\$ 12,200.00
800.A.1.B.1	PLANT MIX PAVEMENT - PATHWAY 3"	55	TON	\$ 100.00	\$ 5,500.00	\$ 150.00	\$ 8,250.00	\$ 184.00	\$ 7,370.00
706.A.1.H.1	PREFORMED RAMP W/DETECTABLE WARNING DOMES - TYPE F	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00
2040.A.1.A.1	FENCE, TYPE 4 CHAIN LINK CLASS 1	100	LF	\$ 40.00	\$ 4,000.00	\$ 40.00	\$ 4,000.00	\$ 55.00	\$ 5,500.00
1700.A.1.A.1	TEMPORARY HYDROBARRIAGING	500	SY	\$ 3.00	\$ 1,500.00	\$ 4.00	\$ 2,000.00	\$ 3.50	\$ 1,750.00
				\$ 94,055.00		\$ 141,570.00		\$ 216,440.00	

BID SCHEDULE B

BID ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNITS	ENGINEER'S ESTIMATE		WINK, INC.		S & L UNDERGROUND	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1010.B.1.A.1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 12,418.00	\$ 12,418.00	\$ 17,000.00	\$ 17,000.00
1010.B.1.A.1	ERODION CONTROL AND CONSTRUCTION SITE MANAGEMENT	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 12,000.00	\$ 12,000.00
1100.B.1.A.1	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 111,000.00	\$ 111,000.00
1100.B.1.A.1	PERMANENT SIGNING	1	EA	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00
202.B.1.A.1	ROADWAY EXCAVATION	100	CY	\$ 18.00	\$ 1,800.00	\$ 25.00	\$ 2,500.00	\$ 34.00	\$ 3,400.00
307.B.1.E.1	TYPE "C" SURFACE RESTORATION (GRAVEL ROADWAY)	200	SY	\$ 15.00	\$ 3,000.00	\$ 50.00	\$ 10,000.00	\$ 18.00	\$ 3,600.00
601.B.1.F.1	CATCH BASIN - TYPE 3	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,800.00	\$ 4,800.00
602.B.1.H.1	CONCRETE STORM VAULT FOR BASE TYPE 1 (3" IN. BASE COURSE)	100	TON	\$ 25.00	\$ 2,500.00	\$ 20.00	\$ 2,000.00	\$ 38.00	\$ 3,800.00
802.B.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE 9 (BALLAST)	800	TON	\$ 20.00	\$ 16,000.00	\$ 18.00	\$ 14,400.00	\$ 35.00	\$ 28,000.00
2050.B.1.C.1	SUBGRADE SEPARATION GEOTEXTILE	1000	SY	\$ 2.50	\$ 2,500.00	\$ 4.00	\$ 4,000.00	\$ 6.00	\$ 6,000.00
800.B.1.A.1	PLANT MIX PAVEMENT - ROADWAY 3"	100	TON	\$ 90.00	\$ 9,000.00	\$ 130.00	\$ 13,000.00	\$ 122.00	\$ 12,200.00
800.B.1.B.1	PLANT MIX PAVEMENT - PATHWAY 3"	55	TON	\$ 100.00	\$ 5,500.00	\$ 150.00	\$ 8,250.00	\$ 184.00	\$ 7,370.00
706.B.1.H.1	PREFORMED RAMP W/DETECTABLE WARNING DOMES - TYPE F	4	EA	\$ 1,250.00	\$ 5,000.00	\$ 4,500.00	\$ 18,000.00	\$ 3,800.00	\$ 15,200.00
2040.B.1.A.1	FENCE, TYPE 4 CHAIN LINK CLASS 1	225	LF	\$ 25.00	\$ 5,625.00	\$ 40.00	\$ 9,000.00	\$ 55.00	\$ 12,375.00
1700.B.1.A.1	TEMPORARY HYDROBARRIAGING	220	SY	\$ 3.00	\$ 660.00	\$ 4.00	\$ 880.00	\$ 3.50	\$ 770.00
				\$ 92,510.00		\$ 127,430.00		\$ 254,072.00	

TOTAL BID SCHEDULE A + BID SCHEDULE B \$ 186,565.00 \$ 269,000.00 \$ 470,512.00

Bid Tabulation Prepared By:
 Ryan Lottman, P.E.

ERRORS:

The S&L Bid Schedule B total and the Project Total amounts were subtracted to match the unit prices listed in the B0.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: July 15, 2021
To: City Council
From: Mike Klaus, City Engineer
Subject: Electric Department - Riverside Electric Relocation

Part of the work required to complete the Riverside Road Electric relocation project includes some underground wire placement. In order to do this the city needs to hire a company to install several hundred feet of underground conduit near the Davidson and Walters residences. The city has received a quote for completing the bores required.

Saunders Line Construction, Inc., provided the attached quote for \$38,144.17, plus pass-through costs for traffic control. I expect that traffic control will not exceed \$5,000. I am requesting that Council approve the attached contract and quote with Saunders Line Construction for \$43,144.17.

Budget Impact:

Earlier this year I made an initial request to Council to spend up to \$100,000 to get a portion of the project complete. So far this year staff has spent approximately \$23,000 on the project. While the paperwork is not complete with Western Federal Lands, it is anticipated that most of the project costs will be reimbursed.

Please let me know if you have any questions.

Thank you,

Mike

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Saunders Line Construction Inc., herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project: provide all equipment, labor, and materials as described in the attached quote to provide bores and conduits for future electrical conductor.

CONTRACTOR agrees to provide all materials and services for the project.

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

CONTRACTOR shall complete the project by August 31, 2021.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation a total not to exceed \$43,144.17, as contemplated by the attached quote # 07072021, plus a maximum of \$5,000 for traffic control.

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 _____, 2021.

ENTITY:

_____ CITY OF BONNERS FERRY _____

CONTRACTOR:

By _____

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 Andrakay Fluid as attorney for the City of Bonners Ferry

SLC Saunders Line Construction, Inc.

7109 W Meville Rd
Cheney, WA 99004

Phone: (206) 310-6261

QUOTATION

Quote Number: 07072021

Quote Date: Jul 7, 2021

Quoted To:
City of Bonners Ferry 7232 Main Street Bonners Ferry, ID 83805

Road Bores
Bonners Ferry
Walters/Davidson, Riverside

Customer ID	Good Thru	Payment Terms	Quoted To
CITBON	8/6/21	Net 30 Days	Mike Klaus

Quantity	Description	Unit Price	Amount
	Road Bores - Labor & Equipment (includes mobilization in/out from Post Falls)		32,644.89
	Material - 400' of 3" HDPE Rolled @ \$2.94/ft, 750' of 4" HDPE Rolled @ \$5.35/ft		5,188.00
	Sales Tax 6% (Tax on material only)		311.28
	Notes: SLC needs access across private property to set up drill or there will be an additional cost for flagging and approx four (4) asphalt patches. SLC will do a pass through bill for the flagging/traffic control with no markup. SLC will backfill and compact asphalt areas; to be patched by others.		

TOTAL	38,144.17
--------------	------------------

Ripplinger Engineering Laboratories

Telephone: 509-892-1375

Fax: 509-892-7471

Internet: R.E.L@comcast.net

4117 N. Garry Rd.

Otis Orchards, WA 99027



16 July 2021

Lisa M. Aliport AICP
City Administrator
Mike Klaus, P.E.
City of Bonner's Ferry
7232 Main Street
Box 149
Bonner's Ferry, ID 83805

Dear Lisa and Mike:

RE: MODIFIED SCOPE BASED UPON PREVIOUS SCOPE OF WORK 22 MARCH 2021.

REDESIGN MOYIE HYDRO GENERATOR PROTECTIVE RELAYING

SYNCHRONIZING SYSTEM TO BE ADDRESSED BY A SEPARATE PROJECT.

SCOPE OF WORK:

The existing Moyie Hydro generators are protected by General Electric 489 protective relays. Unfortunately, these relays have begun to fail and are not supported by the manufacturer with either spares or software. This is an unfortunate development with software driven apparatus.

The goal is to replace these relays with Schweitzer Engineering Laboratories (SEL) 700 Generator protection relays. SEL has had an excellent reputation in supporting all of its protection products introduced since 1982 and is the preferred manufacturer of this type of equipment. In addition, SEL apparatus has a meticulous reputation for reliability and quality.

In addition, the synchronizing system was not designed to operational satisfaction. The SEL 700 has provision for the synchronization of generators to the grid and may be utilized. The plant wiring must be modified to connect the synchronizing circuits of the SEL 700. However, this project is rather large due to the plant wiring and PLC coding that must be changed. It is recommended that the SEL 700G GPR/s be procured with synchronizing capabilities but that the Synchronizing System redesign should be embarked upon as a separate project.

The experience gained from the generator protective relay project will serve to provide a much more accurate ability to predict size and cost of the Synchronizing Project. In addition, plant operations will not be adversely affected by engaging a project that may become excessively substantial or contain unaccounted unknowns. It is recommended that the synchronizing system existing design must be studied and understood before changes to it are undertaken. The synchronizing system not only has a considerable hardware configuration but also has a generous amount of PLC coding dedicated to its performance. A large portion of this code and wiring has to be transferred to the SEL 700G and this work is painstaking. Therefore we recommend that the Synchronizing Project be considered as separate from the protection project.

The following is an engineer's estimate for upgrading the Generator Protective Relaying at the Moyie Hydro:

Item	Description:	Quantity	Per Unit	Total
A	Engineering for redesign to install Schweitzer 700 differential protection system, one on first generator circuit.	40 hrs	\$125	\$5000
B	PLC Engineering for programming the SEL 700G and Re-Programming the Allen Bradley PLC	40 hrs	\$125	\$5000
C	Compose a parts list for items required install the SEL 700	4 hrs	\$125	\$500
D	Calculate new protective relay settings	6 hrs	\$125	\$750
E	Drafting to produce new set of prints; schematic and field wiring diagrams, print new drawings, stamp and seal with ID PE stamp	50 hrs	\$50	\$2500
F	Field assistance to install and commission system, program SEL relays.	24 hrs	\$125	\$3000
G	Vehicle mileage	2x600	\$0.75	\$900
H	Hotel	2x4	\$100	\$800
I	Per diem	8 day	\$75	\$600
J	Engineering Estimate Total			\$19050

Estimate valid for 30 days.

Sincerely,



Craig A. Ripplinger, P.E.



**Audit Proposal for the
City of Bonners Ferry
Fiscal Year Ended
September 30, 2021**



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June 28, 2021

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

To the Mayor and City Council:

Thank you for the opportunity to submit a proposal for the fiscal 2021 audit services for the City of Bonners Ferry.

As a boutique CPA firm in North Idaho specializing in auditing and accounting with an emphasis on governmental and non-profit clients, I believe my firm is best suited to meet your business needs.

I am confident that the following factors will allow my firm to make a distinctive contribution to your organization's continued success:

Experience: I have worked in public accounting since 2002 and held a CPA license in good standing since 2004. Over the years I've had the privilege of working for some great CPA firms in the country such as Moss Adams LLP and BDO Seidman, LLP. I have carried this solid foundation of experience and relationships with me and continued to build on it each year. In particular, I have developed an area of expertise in the field of auditing and assurance services with an emphasis on the governmental sector.

Commitment: I am committed to working closely with your personnel to understand your organization and meet its accounting and auditing needs. I strive to build long-term business relationships with my clients and be a trusted resource, not just an auditor.

Customer Service: It seems silly to mention such a basic aspect of professional services. However unfortunately, these days even many professionals don't return phone calls or emails timely and don't meet deadlines. I pride myself on being responsive, thinking proactively about your needs and meeting all deadlines. Being a small firm, I am able to move quickly and turn reports around more quickly than a larger firm.

In the following pages I have provided brief statements of my firm's qualifications. I would be pleased to meet with you further to review the proposal and answer any questions you may have. Please contact Scott Hoover at (208) 724-2265 at your convenience if I can provide any additional information or you would like to meet to further discuss the proposal.

Sincerely,

Scott P. Hoover, CPA

A. General Background

Firm Name: Scott Hoover, CPA, PLLC

Address: 212 W. Ironwood Dr., Suite D, #434
Coeur d'Alene, Idaho 83814

Contact Information:

Email : shoovercpa@gmail.com

Phone: 208-724-2265

Website: www.scotthoovercpa.com

Firm Background

Hoover CPA is a boutique firm located in Coeur d'Alene, Idaho that specializes in providing assurance and tax services to local governmental and non-profit entities. Established in September 2015, I started my firm with the vision of serving my clients by providing strong technical expertise combined with a top-notch client customer experience at a reasonable fee. My practice currently consists primarily of approximately 20 governmental audit engagements annually, ranging from cities and highway districts, to fire districts and water and sewer districts.

Prior to starting my own firm, I was most recently the Senior Manager of Assurance Services at Magnuson, McHugh & Co., in Coeur d'Alene. During my four years at MMCO, I served as the engagement partner on approximately 20 governmental assurance engagements annually and was responsible for all aspects of the engagement from planning, fieldwork, staff supervision, to signing the audit opinion. I have included a listing of some of my current governmental audit clients in the "References" at Section I.

My firm undergoes a peer review process as required every 3 years whereby a sample of my audit engagements is reviewed by a peer reviewer to ensure that my firm follows all applicable professional standards in conducting an audit. My last peer review report was a "pass" with no findings. I have included a copy of the peer review report in this proposal at Section K. I currently hold a CPA license with the State of Washington, with reciprocity to practice in the State of Idaho.

Partner Background

I have over 18 years' experience working in the field of public accounting and have a broad base of experience in a number of industries to draw upon. Below is a brief bio with additional information on my background and experience:



Scott Hoover

Owner, Certified Public Accountant

Engagement Role: Engagement Partner and will perform all aspects of the engagement

A. General Background (Concluded)

Scott Hoover is a CPA licensed in the State of Idaho, and now in the State of Washington. He graduated from the University of Idaho in 2001 with a Bachelor's degree in business with a major in accounting and a minor in Spanish. Upon graduating from the University of Idaho, Scott spent the first three years of his career working for Moss Adams LLP in Portland, Oregon and the following six years working as an Audit Manager with a large regional firm in Orlando, FL (previously a BDO Alliance firm, now BDO Seidman LLP). He has held a CPA license in good standing since 2004. Scott has acquired extensive auditing experience in a broad array of industries including non-profit, governmental, small SEC companies, manufacturing, technology, and real estate development and timeshare. He is a graduate of the 2013 Chamber of Commerce Leadership Coeur d'Alene Program. In his spare time, Scott enjoys playing guitar, teaching and practicing yoga and spending time with his family and friends.

Business Philosophy

My business philosophy is simple. As a small firm, my focus is to work closely with my clients to understand their business needs and give them the personal service of a small firm, yet still provide the value of my experience and expertise from working at larger firms at a reasonable fee. As mentioned in the cover letter, I pride myself of being responsive and working well with client personnel to perform an effective and efficient audit. I will work to fully understand your organization, its operations, and accounting issues to best meet your needs. I also strive to be more than just an auditor in that I would like to be trusted resource for the organization throughout the year and assist with any other matters your organization may encounter.

B. Experience of the Firm, Size, Location and Areas of Expertise

I started my career in public accounting with a great firm (Moss Adams) in Portland, Oregon in 2002 and have worked in public accounting for over 18 years. After working for great regional and national firms, I started my own CPA firm located in Coeur d'Alene in September of 2015. I bring with me a wealth of experience in working with small local governments and other entities of various size and nature over the years and am a well-rounded CPA with substantial audit expertise.

C. Engagement Team Assigned

Presently, my staff consists of myself. A small firm has many benefits that you may not get with a larger firm. For the City of Bonners Ferry audit engagement, I will be performing all audit planning, fieldwork, and preparing the financial statements myself. You will have a seasoned CPA performing all aspects of your audit and who is "in the details". This may be a contrast to your past audit experience whereby a staff (or two staff) performed the majority of fieldwork who are not CPA's. Additionally, over the years I have built long-lasting professional relationships with talented CPA's all over the country and I am able to draw on these resources to help meet the needs of my clients. Additionally, I will engage a consulting third party CPA with governmental accounting expertise to perform a concurring quality control review of your audit.

D. Transition Expertise

Should you accept my proposal for services, you can anticipate a very smooth transition. My goal is to make the transition as seamless as possible. I would begin with a review of the prior year's audited financial statements. I would also perform a review of the prior auditor's workpapers, which is required under the auditing standards. Finally, I would arrange a meeting with management and the City Council (as you see fit) to gain a better understanding of your operations, business needs and timing of fieldwork and issuance of the report.

E. Approach

Overall Audit Approach

The end result of an audit is the issuance of an opinion that the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, I take a risk-based approach in performing an audit of financial statements. First, I gather information on the organization and obtain an understanding of the entity and its control environment, its significant financial statement areas and then, based on this understanding, assign risk of material misstatement to each financial statement area (i.e. cash, accounts payable, etc.). I then design audit procedures for each financial statement area to gather sufficient evidence that each area as scoped for risk is free of material misstatement. This is actually how all audits should be performed in accordance with Generally Accepted Auditing Standards (GAAS).

My philosophy on communications with the client throughout the year is to be proactive and forward-thinking. I prefer to periodically meet with my clients throughout the year, at least semi-annually to maintain communication and keep abreast of any issues they may be encountering. I may also periodically pass along information on new accounting or tax guidance as I become aware of it so as to keep my clients informed of any new developments.

F. Nature of Services

The scope of my services includes the following:

- Annual audit of the financial statements in accordance with generally accepted accounting principles (GAAP) and in compliance with generally accepted auditing standards (GAAS) and Governmental Auditing Standards (GAGAS).
- Audit under the Uniform Guidance (if applicable; additional fee may apply)
- Management letter – only if I note significant areas for improvement in internal controls or other notable recommendations.
- I'm also available for consultation throughout the year. As long as it doesn't take a significant amount of time or research, this service is complimentary.

G. Fee Schedule

As a small firm with relatively low overhead, I am able to be highly competitive with my fees yet still deliver timely and high-quality professional audit services you expect from a public accounting firm.

After reviewing the City's fiscal 2020 audited financial statements, I am prepared to quote the audit services at the following fee schedule. I have included a quote for an additional two years as optional at the City's discretion:

<u>Fiscal Year</u> <u>Ended</u>	<u>Audit</u> <u>Fee</u>
2020	\$20,000
2021	\$20,000
2022	\$20,000

The above fee quote is intended to include all out-of-pocket costs such as report production and other administrative costs I may incur.

* The above quote is firm, however is subject to future negotiation in the event the anticipated scope of the work significantly changes. Additionally, should a Single Audit be required, additional fees may apply.

H. Firm Independence

I have had no past or present affiliations with the City of Bonners Ferry. Accordingly, I am independent with the organization.

I. Client References

I am proud of the relationships I have developed with my clients over the years and my ability to assist them in meeting their business objectives. Below is a list of references from some of my governmental audit clients:

- City of Pinehurst
Carla Ross – Clerk-Treasurer
Phone: (208) 682-3271
- City of Smelterville
Heidi Klein – Clerk-Treasurer
Phone: (208) 786-3351
- City of Oldtown
Alicia Ehrmantrout – Clerk-Treasurer
Phone: (208) 437-3833
- City of Plummer
Sara Allen – Clerk-Treasurer
Phone: (208) 686-1641
- City of Kootenai
Ronda Whittaker – Clerk-Treasurer
Phone: (208) 265-2431

J. Insurance Coverage

My firm carries professional liability coverage in the amount of \$750,000. In my 18 years of professional experience, I have never had any claims filed against me personally, or against my firm. Should you accept my proposal to provide services, I would be happy to provide you with formal proof of insurance coverage.

K. Peer Review Report

Every three years, a CPA firm performing audits and reviews must have a peer review performed to ensure the firm is adhering to professional and continuing education standards, and that quality control standards are met on assurance engagements. Below is the most recent peer review report for my firm which received a "pass without exceptions" grade, the highest level of assurance. Furthermore, I have never had any complaints leveled against me by the Board of Accountancy or any other regulatory authority.



Report on the Firm's System of Quality Control

December 23, 2019

To the Owner of
Scott Hoover, CPA, PLLC
and the Peer Review Committee of the Nevada Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Scott Hoover, CPA, PLLC (the firm) in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Scott Hoover, CPA, PLLC in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Scott Hoover, CPA, PLLC has received a peer review rating of *pass*.

Poulsen, VanLeuven & Catmull
Poulsen, VanLeuven & Catmull P.A.