

## Welcome to tonight's City Council meeting!

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

### Vision Statement

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

**AGENDA**  
**CITY COUNCIL MEETING**  
**Bonners Ferry City Hall**  
**7232 Main Street**  
**267-3105**  
**December 21, 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 December 21, 2021 Council meeting minutes
4. Treasurer's Report
5. **City** – Consider affirming the Mayoral appointments of John Youngwirth and Linda Hiatt to the Golf Committee; Andy Howe, Dave Gray and Glenda Poston to the Planning and Zoning Committee; John Marquette and Silas Thompson to the Traffic Safety Committee

### OLD BUSINESS

### NEW BUSINESS

6. **Economic Development** – Consider increasing the wage and adding health insurance for the open position {action item}
7. **Sewer** – Consider the Boundary Tractor sewer main re-route easement and parts proposal (attachment) {action item}
8. **Sewer** – Consider authorizing the Mayor to sign the contract with HMM Engineering for the Boundary Tractor sewer main re-route design (attachment) {action item}
9. **Sewer** – Consider the project for Alderson Lane Sewer Main Extension (attachment) {action item}
10. **Electric** – Consider authorizing the purchase of two Generator Protection Relays (attachment) {action item}
11. **Executive Session** – Executive session pursuant to Idaho Code 74-206 Subsection 1 (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent or public school student

### ADJOURNMENT

**MINUTES  
CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
December 7, 2021  
6:00 pm**

Mayor Dick Staples called the Council meeting of December 7, 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 Clerk/Treasurer Christine McNair, City Attorney Andrakay Pluid, Economic Development Coordinator Dennis Weed, Police Chief Brian Zimmerman and Contract Planner Clare Marley. Members of the public present were: David Clark, Brion Poston, Emily Bosant

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

Dave Gray thanked Adam Arthur for his service as a Councilman.

**REPORTS**

Economic Development Coordinator Dennis Weed said there will be a board meeting tomorrow night. The discussion will be regarding filling Dennis' position

**CONSENT AGENDA – {action item}**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the November 16, 2021 Council meeting minutes
4. **Electric** – Consider authorizing the Mayor to sign pay request #5 from S & L Underground for the Moyie Dam Concrete Rehabilitation Project (attachment)
5. **City** – Consider authorizing the Mayor to sign the 2022 Beverage Licenses pending receipt of payment and proper documentation (attachment)

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

**OLD BUSINESS**

**NEW BUSINESS**

6. **Planning and Zoning** – Consider recommendation from Planning and Zoning for File #SUP010-21 James Robinson (attachment) {action item}  
Clare Marley gave a brief presentation regarding this file. The business is an internet only business. There are six parking spaces, which is adequate for the ordinance. Adam asked if this will be used as a residence as well as a business. Clare said it will only be a business. Ron Smith moved to approve File #SUP010-21, for a special use permit to allow the use of an existing home at 6491 Washington Street for a professional office, finding it is in accord with the standards of Bonners Ferry City Code for special use permits and the adopted comprehensive plan, as enumerated in the findings as presented in the staff report and based upon testimony received at the Commission hearing. I further move to adopt the conditions of approval as written. Rick Alonzo seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes, Adam Arthur – yes
7. **Planning and Zoning** – Consider recommendation from Planning and Zoning for File #SUP011-21 Kenneth & Teresa Baker (attachment) {action item}  
Clare Marley gave a brief presentation regarding this file. This file is for a one-chair styling salon. There is adequate parking available. Valerie Thompson moved to approve File #SUP011-21, for a special use permit to allow the placement of a one-chair styling salon on the subject property, finding that it is in accord with the standards of Bonners Ferry City Code for special use permits and the adopted comprehensive plan, as enumerated in the findings as presented in the staff report and based upon testimony received at the Commission hearing. I further move to adopt the conditions of approval as written. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith - yes

8. **Planning and Zoning** – Consider authorizing the Mayor to sign the contract with SCJ for the Comprehensive Plan Rewrite (attachment) {action item}

Valerie Thompson said with help from the Blue Cross Foundation, the City will be able to rewrite the Comprehensive Plan. The Blue Cross Foundation is wondering what the City's ongoing and investment is for the Comprehensive Plan rewrite. Valerie wants to use some of the money from ARPA funds and General Fund contingency to pay for the \$20,000 for code reform. SCJ is interested in having citizen input for the Comprehensive Plan rewrite. Mayor Staples said there is \$50,000 from the Blue Cross Foundation, it might be possible to use ARPA funds or contingency. The Urban Renewal Agency (URA) is not sure they can help fund this due to commercial property values not increasing, which limits the URA's funds. Rick Alonzo moved to authorize the Mayor to sign the contract with SCJ for the Comprehensive Plan rewrite using \$50,000 from the Blue Cross Foundation with the other \$20,000 possibly coming from contingency. Valerie Thompson seconded the motion. Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes, Adam Arthur – yes

**ADJOURNMENT**

The meeting adjourned at 6:33 pm.

DRAFT



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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**Date:** December 16, 2021  
**To:** City Council  
**From:** Mike Klaus, City Engineer  
**Subject:** Sewer Department - Boundary Tractor Sewer Main Re-Route Easement and Parts Purchase Proposal

City staff is preparing for a sewer main re-route from Fry Street to August Street on the Boundary Tractor property. The existing main that serves this area is damaged in a location under the highway at Fry Street and has an inadequate slope. The option of replacing the main in the highway is quite expensive, so staff looked at other options. An initial survey by City staff showed that the main on Fry Street could be re-routed to Augusta Street by crossing the Boundary Tractor Property.

I have discussed the easement with the owner of Boundary Tractor and that owner requests \$5,000 for an easement path that includes the right to install and maintain a new sewer main on the north 15 feet of their parcel. The owner also requests that the City install the main before April 15<sup>th</sup>, 2022.

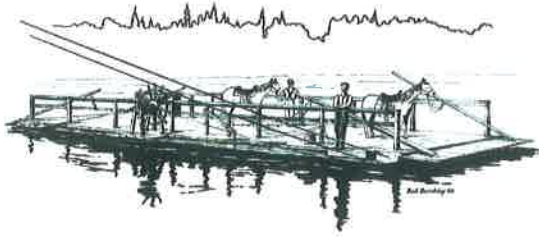
The parts required for this project include 2 manholes and approximately 340 feet of 8" sewer pipe. I estimate the total cost for the parts is \$14,000.

With this memo, I am requesting that staff be authorized to move forward with obtaining an easement from Boundary Tractor for \$5,000 and also to purchase the sewer pipe and manholes for this project up to an estimated cost of \$12,000.

Please let me know if you have any questions.

Thank you,

Mike



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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Date: December 16, 2021  
To: City Council  
From: Mike Klaus, City Engineer  
Subject: Sewer Department - Boundary Tractor Sewer Main Re-Route Design

City staff has requested a proposal from HMH Engineering to complete the design of the sewer main re-route from Fry Street to Augusta Street. Attached is a proposal from HMH Engineering for \$7,000 to provide design services for the re-route.

With this memo, I am recommending that Council approve the contract with HMH for \$7,000 and authorize the Mayor to sign it.

Please let me know if you have any questions.

Thank you,

Mike

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2021, between HMH, LLC, an Idaho limited liability company (“HMH”), and City of Bonners Ferry (“CLIENT”).

This Agreement consists of the following documents which are incorporated herein by reference:

- a. Terms and Conditions (Exhibit A);and
- b. Scope of Work and Cost Estimate (Exhibit B)
- c. Rate Schedule (Exhibit C).

IT IS HEREBY AGREED by and between the undersigned as follows:

1. Scope of Engagement. Client has engaged HMH to perform the following described services (collectively “Services”)

- Assist City with sewer connection as described in the Scope of Work (Exhibit B).

The services outlined above are to be performed in connection with the connection of City sewer, owned by Client. Should the scope of the Project be changed by circumstances beyond the control of HMH, the parties shall renegotiate the terms and conditions of HMH’s engagement, including scope of services and Rate of Compensation.

We have agreed that our engagement is limited to performance of the services described above. Our acceptance of this engagement does not involve an undertaking to perform any services other than those outlined above. We may agree with you to limit or expand the scope of our representation from time to time, provided that any such change is confirmed in writing.

a. Exclusions. Services that are not included in the Scope of Engagement, but may be provided at additional expense, are as follows:

- i. Bidding documents.
- ii. Construction advertisement.
- iii. Construction observation.

b. General Assumptions. The Scope of Work outlined above is subject to the following general assumptions made by the parties hereto:

- i. City will construct project.
- ii. QLPE Process

c. Course of Construction. If the Scope of Engagement does not include construction phase services for this project, Client acknowledges that it assumes all responsibility for interpretation of the project documents and for construction observation and waives any claim against HMH in connection with same.

1. Fees. HMH shall be compensated for all Services as outlined above on a time and materials basis not to exceed without written authorization in accordance with the Cost Estimate (Exhibit B) and Rate Schedule (Exhibit C).

HMH shall perform the services in exchange for time and materials fee of \$7,500.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

**HMH, LLC**  
**3882 N. Schreiber Way, Suite 104**  
**Coeur d'Alene, ID 83815**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Member

**City of Bonner Ferry**  
7232 Main Street  
P.O. Box 149  
Bonners Ferry, ID 83805

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### TERMS AND CONDITIONS

1. Fees. Our current billing rates for the professionals that are likely to work on this Project are outlined in Exhibit B. The fees that we charge for our services are based on a variety of factors, the most important of which is the amount of time spent on a particular engagement by our professionals. Our billing rates are subject to change from time to time, with 30 days advance notice. Other factors also may be taken into consideration in determining our fees, including the novelty and complexity of the engagement; the skill requisite to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by you or the circumstances.

a. Alternate Fee Arrangements. There are circumstances in which we may provide professional services to you other than on a standard hourly rate arrangement, for example, on a flat-fee basis for certain well-defined services, or other alternate fee basis when appropriate. Any service arrangements other than our standard hourly rates will be effective only after we have discussed the arrangements with you, you have approved the arrangements, and the details of the arrangements have been confirmed in a written fee agreement between you and us.

2. Costs. During the course of performing the Services for you, we may be obligated to make payments to third parties for various services. You will be responsible to reimburse us for any third-party charges which we may advance on your behalf. Examples include government and quasi-governmental agency fees, filing and recording fees, significant document duplication projects, overnight or express mail services, charges for outside consultants and research services, and travel expenses. In some circumstances, arrangements with your approval may be made for third parties to bill you directly for those costs. We will not charge you for certain internal services that we provide in connection with our Services (e.g., routine duplication, postage, faxing, and long-distance charges). We will itemize in detail any costs and charges that we advance on your behalf in the invoices that we send to you.

3. Retainer. We may ask clients to provide an advance deposit with our firm, typically equal to the fees and costs likely to be incurred during a two-month period. We also reserve the right to require additional deposits in advance of undertaking a substantial amount of work. Unless otherwise agreed, any advance deposits will be held in trust for application to the final invoice for the work undertaken under this Agreement. Upon request, we will provide you with an accounting of all monies held in trust.

4. Estimates of Fees and Costs. HMH will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by HMH. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that HMH shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining



Client's agreement to do so.

5. Payment of Invoices. Our standard practice is to issue invoices monthly for work performed and expenses incurred during the previous month. Payment is due promptly upon receipt of our invoice, and our firm will charge a late payment fee of 1 1/2% per month (18% per annum) on invoices not paid within 30 days of receipt. Please bring any questions about inaccurate, inappropriate, or uncertain charges to the attention of the supervising engineer responsible for your engagement, within 30 days of the date of the invoice in question. Typically, we are able to resolve billing questions and problems promptly to the satisfaction of our clients with little inconvenience or formality. HMH reserves the right to exercise statutory lien rights to secure any sums due without prior notice.

6. Standard of Performance; Disclaimer of Warranties.

a. Level of Services. HMH offers different levels of professional services to suit the desires and needs of differing projects and clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased costs. Client must determine the level of Services adequate for its purposes. Client has reviewed the Scope of Engagement and has determined that it does not need or want a greater level of Services than that being provided.

b. Standard of Care. Subject to the limitations inherent in the agreed Scope of Engagement as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, HMH will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

c. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

7. Changed Circumstances. If HMH discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement and/or which are inconsistent with the general assumptions of the parties as articulated herein, HMH will notify Client in writing of the changed conditions. Following notification, Client and HMH shall renegotiate the terms and conditions of this Agreement in good faith. If HMH and Client cannot agree upon amended terms and conditions within 30 days after notification of the changed conditions, HMH may terminate this Agreement and shall be compensated for all work performed as of the date of termination.

8. Hazardous Environmental Conditions of Materials. HMH's services exclude any services related to hazardous materials or a hazardous environmental condition, including hazardous materials as defined by federal, state and local law. Discovery of hazardous materials after the date of execution of this Agreement mandates renegotiation of HMH's scope of work or suspension or termination of services.

9. Assistance with Permits, Governmental Approval. If the Scope of Engagement includes assistance with seeking governmental permits and/or approval, Client understands and agrees that HMMH does not warrant or guarantee that any permits or approvals will be acted upon favorably by the appropriate agency. Should Client have any questions regarding applicable laws, regulations, or laws, including but not limited to a determination of which permits or approvals are required for the Project, it agrees that it shall seek independent legal advice. Absent specific directives from the Client to do so, HMMH shall have no liability for failing to apply for any requisite governmental permits or approval for the Project.

10. Advise About Possible Outcomes. Either prior to or at the commencement of our engagement, we may have expressed opinions or beliefs concerning the engagement, possible designs, courses of action, and results. Any such statements made are intended to be an expression of opinion only, based upon information then known or available to us, and should not be construed as a promise or guarantee of a particular result or outcome.

11. Opinions of Construction and Project Costs. HMMH may be asked to provide opinions of probable construction or Project costs as part of the professional services under this Agreement. Client acknowledges that construction and project development are subject to many influences that are not subject to precise forecasting and are outside of HMMH's control. Client understands and agrees that: HMMH has no control over the cost of labor or materials furnished by others or market conditions; HMMH's opinions of probable cost are based on HMMH's experience and judgment; HMMH does not guarantee or warrant that bids or estimates prepared by contractors will not deviate from opinions of probable cost provided by HMMH; and HMMH is not responsible for variations between actual construction bids or costs and HMMH's opinions regarding probable construction costs.

12. Allocation of Risk.

a. Indemnification of Client. Subject to the provisions and limitations of this Agreement, HMMH agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by HMMH's negligent performance of its Services under this Agreement.

b. Indemnification of HMMH. Client will indemnify and hold harmless HMMH Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by HMMH's sole negligence, Client expressly agrees to defend, indemnify and hold harmless HMMH Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

c. Consequential Damages. Neither Client nor HMH will be liable to the other for any special, consequential, incidental damages or penalties, including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

d. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If HMH provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

13. Insurance. HMH agrees to procure and maintain, at its sole expense, if reasonably available, the following insurance coverage:

- a. Statutory Workers' Compensation/Employer's Liability Insurance;
- b. Commercial General Liability Insurance with minimum limits of \$1,000,000.00 combined single limit for personal injury and property damage;
- c. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000.00 combined single limit for bodily injury and property damage; and
- d. Professional Liability Insurance of \$1,000,000.00 per claim and annual aggregate for protection against claims arising out of the performance of services under this agreement caused by negligent acts, errors, or omissions for which HMH is legally liable.

Upon request and at Client expense, Client can be made an additional insured on HMH's commercial general liability and automobile liability insurance policies and certificates of insurance will be furnished to the Client.

14. Client's Responsibilities. In addition to full and timely payment for the Services performed under this Agreement, Client agrees to:

a. Cooperation. Assist and cooperate with HMH in any manner necessary and within its ability to facilitate HMH's performance under this Agreement.

b. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

c. Rights of Entry. Provide access to and/or obtain permission for HMH to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. HMH will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that HMH's operations and the use of

investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

**d. Relevant Information.** Supply HMM with all information and documents in Client's possession or knowledge which are relevant to HMM's Services. Client warrants the accuracy of any information supplied by it to HMM and acknowledges that HMM is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify HMM any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

**e. Subsurface Structures.** Correctly designate on plans to be furnished to HMM, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s). HMM is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities.

**15. Document Ownership, Retention and Destruction.** All documents prepared or obtained through the course of the project, including electronic files, are the property of HMM and Client. Upon request and payment of all fees and costs, Client is entitled to a copy of the complete project files, including paper and electronic versions. Client agrees that no work product may be used or reused by the Client other than for the construction, operation and maintenance of the Project, without prior written authorization of HMM. Client acknowledges that any other use of HMM's work product by Client will be at Client's sole risk without liability of HMM. Client shall timely pay, assume, defend, indemnify and hold HMM harmless from any claims, damages, losses and expenses, including attorney's fees, arising from unauthorized reuse of all work product prepared by HMM.

For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of our own files within a reasonable time after the termination of the engagement in accordance with our records retention policies. HMM normally does not retain files for more than 5 years after an engagement is concluded.

**16. Termination of Engagement.** The obligation to perform under this Agreement may be terminated by either party upon 30 days written notice. Such termination shall be based upon substantial lack of performance by the other party under this Agreement, including but not limited to, Client's failure to pay monthly invoices. HMM may terminate services under this agreement upon 7 days written notice if Client requires or demands that HMM perform services in conflict with HMM's professional responsibilities and Client hereby waives any and all claims against HMM for such termination. If this Agreement is terminated by either party, HMM shall be timely paid for services rendered and for direct expenses incurred to the date of such termination plus close-out or suspension costs including but not limited to document management, rescheduling or re-assignment of personnel, and documentation as to status of work tasks.

17. Miscellaneous.

a. Merger. All oral and written representations, warranties, agreements and contracts discussed or entered into by the parties hereto or their representatives before the effective date of this Agreement relating directly or indirectly to the subject matter set forth in this Agreement are merged into and superseded by this Agreement and this Agreement constitutes the sole and the entire contract between the parties hereto relating to the transactions set forth in this Agreement.

b. Paragraph headings. The paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used to interpret it.

c. Severability. In the event any portions of this Agreement shall be deemed to be void, voidable or unenforceable, the remaining portions shall remain in full force and effect.

d. Choice of law and consent to jurisdiction and venue. This Agreement shall be governed by the laws of the State of Idaho. The parties hereby consent to the jurisdiction and venue of the district court located in Kootenai County, Idaho in the event of any legal proceeding with respect to the negotiation, execution or delivery of this Agreement, or the enforcement of any obligation, right of remedy thereunder, or the assertion of any claim, defense, set off or counterclaim in connection therewith.

e. Construction. As used in this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties hereto. The parties hereto agree that any rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor one party against the other.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which, when executed, shall constitute one and the same instrument. Several duplicate originals of this Agreement shall be signed and each such signed duplicate original for all purposes.

g. Facsimile Copies. The parties agree that facsimile copies of the signatures to this Agreement shall be treated as original signatures, are acceptable to each other, and shall bind the parties' respective rights and obligations under this Agreement, to the same extent as if such signatures were original signatures.

h. Time of the Essence. Timely and prompt performance of each provision of this Agreement is of the essence and shall be required.

i. Notices. Notices required hereunder shall be in writing and shall be delivered to the parties by hand, or certified mail, return receipt requested, at the addresses first listed above and shall be effective upon delivery.

j. Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement subscribed to by each of the parties hereto or their authorized representatives.

k. Agreement Binding on Successors. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective past, present and future successors in interest, partners, directors, officers, owners, stockholders, administrators, executives, employees, agents, representatives and all parent, subsidiary, allied or affiliated corporations or survivors by merger.

l. No Third Party Beneficiaries. There shall be no designated or intended third-party beneficiaries to this Agreement. This Agreement is for the sole and exclusive benefit of the parties.

m. Waiver of Jury Trial. Both parties forever waive any and all rights to a trial by jury in any action or proceeding to enforce or defend any rights or remedies under this Agreement, or any action or proceeding in any way arising out of or in connection with this Agreement, whether in contract or tort, at law or in equity, or mixed, and agree that any such action shall be tried by a judge and not by a jury.

n.

Attorney's Fees. In the event the parties are unable to resolve a dispute arising under this Agreement and litigation or arbitration is filed to resolve the dispute, the prevailing party shall be entitled to an award of their reasonable attorney's fees and costs

**EXHIBIT B**  
**CITY OF BONNERS FERRY**  
**FRY ST SEWER**

**SCOPE OF WORK**

**Project Description**

This project will replace the City of Bonners Ferry Fry Street sewer main between existing MH 3505 and MH 3502. The project will be developed using Survey information from ITD KN 19916 Bonners Stage 2 and supplemental survey. This scope is for developing sewer plan and profile, legal description of a 15-foot easement from west property line, and DEQ submittal QLPE. The City of Bonners Ferry will construct the project and obtain the easement.

**Project Schedule**

The city would like to begin their work in April.

**COST ESTIMATE**

**Cost**

For this project we have included below a budget cost for Surveying and Engineering services for the work described above. If additional work is requested or necessary, it will be billed at the hourly rates provided in Exhibit C.

Budget Survey:	\$3,500
Budget Engineering:	<u>\$3,500</u>
Total Budget Cost =	\$7,000

**EXHIBIT C**  
**RATE SCHEDULE**

<u>STAFF CLASSIFICATION</u>	<u>HOURLY RATE</u>
One-Man Survey Crew	\$130.00
Two-Man Survey Crew	\$155.00
Project Engineer (PE)	\$ 95.00
Senior Surveyor (PLS)	\$125.00
Senior Project Manager (PM)	\$150.00





# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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**Date:** December 16, 2021  
**To:** City Council  
**From:** Mike Klaus, City Engineer  
**Subject:** Sewer Department - Alderson Lane Sewer Main Extension

City staff is preparing for a couple of sewer main projects that are to be constructed in 2022. One of those projects includes extending a main approximately 200 feet long from Alderson Lane, west onto a property that is being developed. In exchange, the developer is dedicating a 50-foot strip of property that is approximately 300 feet long to the City for a future road.

The City agreement with the developer requires that the City install a sewer main onto the dedicated property that will include 2 manholes and approximately 200 feet of 8" sewer pipe. The developer has requested that the City have the sewer constructed by the end of May 2022. To keep that schedule, I am proposing to purchase the parts now, since many construction components are hard to get and increase in price rapidly.

With this memo, I am requesting that staff be authorized to purchase the sewer pipe and manholes for this project up to an estimated cost of \$12,000.

Please let me know if you have any questions.

Thank you,

Mike



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

---

**Date:** December 16, 2021  
**To:** City Council  
**From:** Mike Klaus, City Engineer  
**Subject:** Electric Department - Moyie Dam - Generator Protective Relay (GPR) Project - Parts Purchase

Craig Ripplinger of REL and our staff have successfully installed a new Generator Protective Relay (GPR) for unit #1. The unit is now operational with the new device. The second GPR that was ordered will arrive in mid-January 2022. Staff would like to order two more GPR's as soon as possible so that each generator will have adequate protection.

The price of each GPR is \$5,524. Staff is requesting authority to spend \$11,048 to purchase two more GPR's. I am currently working with REL to assemble a contract to install the remaining GPR's. I will hopefully bring that contract to Council for consideration in January 2022.

Please let me know if you have any questions.

Thank you,

Mike