

### 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**  
**April 5, 2022**  
**6:00 pm**

Join video Zoom meeting: <https://us02web.zoom.us/j/176727634>

Meeting ID: 176727634

Join by phone: 253-215-8782

#### PLEDGE OF ALLEGIANCE

#### GUEST

Barbara Russell – Regarding sign content on private property

#### 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/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 March 15, 2022 Council meeting minutes
4. **Electric** – Consider authorizing the Mayor to sign Pay Request #6 for S & L Underground for the Moyie Dam Concrete Rehabilitation Project (attachment)
5. **Electric** – Consider authorizing the Mayor to sign the contract with Palouse Power to replace power poles (attachment)
6. **Electric** – Consider authorizing the Mayor to sign the contract with Palouse Power for the Highway 95 conductor installation (attachment)
7. **Pool** – Consider authorizing to hire a pool manager for the 2022 pool season (attachment)
8. **Pool** – Consider authorizing to advertise for lifeguards for the 2022 pool season (attachment)
9. **Golf** – Consider affirming the Mayoral appointment of Scott Schopen to the Golf Committee for a four-year term
10. **Electric** – Consider authorizing the Mayor to sign the contract with Kendall Deaton for tree trimming (attachment)

#### OLD BUSINESS

#### NEW BUSINESS

11. **Sewer** – Consider authorizing the Mayor to sign Task #3 and Task #4 with JUB Engineers for design services related to the bar screen and the sulfur dioxide building at the Sewer Lagoons (attachment) {action item}
12. **Water** – Consider authorizing the Mayor to sign the contract with Idaho Transportation Department for additional costs for water service relocations (attachment) {action item}
13. **Electric** – Consider approval of match funds required for the electric relocation of the Riverside Project (attachment) {action item}
14. **Pool** – Consider authorizing signature on the Innovia grant agreement for pool bathroom upgrades totaling \$3,500 (attachment) {action item}
15. **City** – Consider the Fiscal Year 2023 budget public hearing date (attachment) {action item}
16. **City** – Consider authorizing the Mayor to sign the ERP Payment quote with Tyler Technologies for credit card payments (attachment) {action item}
17. **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. {action item}

#### ADJOURNMENT

INFORMATION – Draft Minutes – Golf Committee, Comprehensive Plan Advisory Committee and Planning and Zoning



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

**TO:** Mayor and City Council  
**FROM:** Mike Klaus, City Engineer  
**DATE:** March 31, 2022  
**RE:** Engineers Report

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Below is list of some of the projects and work that I am currently involved with:

1. **Highway 95 Project.** As most of you have likely noticed, signage along the highway shows that the Highway 95 project will begin construction on April 4. The project kick-off meeting took place last week and I think it went well. The contractor, J7 Contracting, has not yet provided a final schedule, but I do know that the first phase of the work includes removing the southbound lane and shifting south bound traffic to the center lane. This traffic change will likely be in place for several weeks while work on the west side of the highway is being completed. Once a final project schedule is provided, I will share it with you.
2. **Fry Street Sewer.** The sewer main re-route behind Boundary tractor is going to start on April 4 while the school district is on spring break. We are starting on Augusta street by installing a new manhole there and working toward Fry street. The project includes installing 2 manholes and approximately 300 feet of 8' sewer main.
3. **2<sup>nd</sup> GPR.** The second Generator Protection Relay (GPR) was installed and is now operational for Unit 3. Both Units 1 and 3 now have operational GPR's.
4. **3<sup>rd</sup> and 4<sup>th</sup> GPR's.** These have arrived from Schweitzer Engineering (SEL) and we are working now to schedule the installation of those two units for generators 2 and 4.
5. **Hydro Controls:** We have solicited a quote from SEL for the upgrade of all of the PLC's and also for a way to create a control network between the hydro, the GSU, the dam, and the Moyie substation. I will let you know once I have a proposal from SEL.
6. **All-Hazard Mitigation Plan (AHMP).** The AHMP committee meets once per month and has been actively reaching out to the public to receive input with a community

survey. The survey ask several questions about hazards and emergencies that you experienced in Boundary County. I encourage you to take the survey and pass it along to others. Below is the link to the questionnaire:

<https://www.surveymonkey.com/r/HZDHT5C>

Thank you,

Mike



# MEMO

CITY OF BONNERS FERRY  
OFFICE OF THE CITY ADMINISTRATOR

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**TO:** Mayor and City Council  
**FROM:** Lisa Ailport, City Administrator *LMA*  
**DATE:** March 31, 2022  
**RE:** Admin Update

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

The Fire Chief did travel to Wisconsin to look at the fire truck. He was quite happy with the vehicle. The Fire Department in Wisconsin, at our request, sent the vehicle for a DOT inspection, and it came back with a good report from the DOT inspection. Other than needing a front and rear brakes, which the fire station will install for us, the only other notable issues with the truck are:

- Dash valve issue that needs replacing
- Drive wheel that needs addressing.

We are moving forward with purchasing the engine and shipping will happen within the next week.

BCATT and BATT had a combined meeting last week to discuss the funding coming through the state for transportation and bridge construction. Fortunately, we had already learned of much of what was discussed and are already making headway with LHTAC on funding requests.

The City Comprehensive Plan Advisory committee met last Wednesday. This is the working group that P/Z put together to advise the consultant regarding the development of the comprehensive planning effort. This is a dynamic group and all I can say is that I am so glad to be apart of it. Jill Nystrom couldn't make the date and time due to her current obligations, so in an effort to make sure her voice was heard, we met on Friday for about an hour to summarize the meeting and get her feedback. I provided a summary of our discussions to her and the consultant. She was very happy to have had the chance to participate, even though it wasn't at the meeting.

The second GPR was installed last week at the Hydro and is operational. This was a big success. Just two more to go.

This concludes my report.

**MINUTES  
CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
March 15, 2022  
6:00 pm**

Mayor Dick Staples called the Council meeting of March 15, 2022, to order at 6:00 pm. Present for the meeting were: Council Members Brion Poston, Valerie Thompson, Rick Alonzo, Ron Smith. Also, present were: City Administrator Lisa Ailport, City Clerk/Treasurer Christine McNair, City Attorney Andrakay Pluid and Police Chief Brian Zimmerman. Members of the public present were: Marciavee Cossette, Dave Gray, Denise Crichton, David Clark, Emily Bosant, Fay Almond and Ralph Lotspeich.

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

No public comments were given.

**REPORTS**

Urban Renewal District Lisa said she submitted the annual report.

Golf Ralph said last year was a really good year. Several people from Sandpoint and Priest River are coming here to play golf. The main reason people are coming here, is they are treated well and the course is in great shape compared to other courses. The anticipated opening day is March 26, 2022.

**CONSENT AGENDA – {action item}**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the March 1, 2022 Council meeting minutes
4. Treasurer's Report
5. **Electric** – Consider authorizing the Mayor to sign Task Order #4 with FCS Group for the IFG True-Up (attachment) Rick Alonzo moved to approve the consent agenda. Ron Smith seconded the motion. The motion passed. Brion Poston – yes, Rick Alonzo – yes, Valerie Thompson – yes, Ron Smith – yes

**OLD BUSINESS**

**NEW BUSINESS**

6. **City** – Consider authorizing the Mayor to sign the contract with Century West for the Transportation Plan update (attachment) {action item}  
Lisa said the City received a grant in 2017-2018 to create the Transportation Plan. It is recommended to update the plan every five years and we have the funding for the update. Valerie Thompson moved to authorize the Mayor to sign the contract with Century West for the Transportation Plan update in the amount of \$16,000 using the Surplus Eliminator Funds. Rick Alonzo seconded the motion. The motion passed. Brion Poston – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes
7. **Fire** – Consider authorizing the purchase of a 2009 Freightliner Rescue/Pumper truck (attachment) {action item}  
Lisa said the General Fund departments have been working on the list of needed items. During those discussions this vehicle was discovered that is why it is being brought forward now. The seller has agreed to hold the vehicle until the decision is made tonight. Valerie said this was originally thought to be a minimum of \$250,000. Valerie asked who will be going. Dave Winey said he and John Youngwirth will go. Brion said he is in favor of a DOT inspection. Mayor Staples said it sounds like a good deal. Dave Winey said it is. Rick Alonzo moved to authorize the purchase of a 2009 Freightliner Rescue/Pumper truck in the amount of \$119,500 plus \$6,500 shipping plus travel expenses for a total of \$130,000. Valerie Thompson seconded the motion. The motion passed. Rick Alonzo – yes, Valerie Thompson – yes, Ron Smith – yes, Brion Poston - yes

**ADJOURNMENT**

The meeting adjourned at 6:30 pm.

**INFORMATION**

State of the City Address  
Letter regarding the Urban Renewal Agency FY21 Audit Report

**Contractor's Application for Payment No. Six (06)**

To (Owner): City of Bommers Ferry	Application Period: Work Accomplished Through Nov 11, 2021	Application Date: Jan 26, 2022
Project: Moyie Dam Concrete Rehabilitation Project	From (Contractor): S&L Underground	Via (Engineer): J-L-B ENGINEERS, Inc.
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:
		20-1-072

**Application For Payment  
Change Order Summary**

Approved Change Orders Number	Additions	Deductions	1. ORIGINAL CONTRACT PRICE	2. Net change by Change Orders	3. Current Contract Price (Line 1 + 2)	4. TOTAL COMPLETED AND STORED TO DATE	5. RETAINAGE	6. BALANCE TO FINISH, PLUS RETAINAGE
1	\$17,000.00	\$0.00	\$ 2,031,950.00	\$ -	\$ 2,031,950.00	\$ -	\$ -	
2	\$0.00	\$0.00	4.2 (R. CO) 5% X \$ 23,000.00	\$ -	\$ 23,000.00	\$ -	\$ -	
3	\$97,000.00	\$0.00	c. Total Retainage (Line 5a + Line 5b)	\$ -	\$ -	\$ -	\$ -	
4		\$0.00	b. 5% X \$ -	\$ -	\$ -	\$ -	\$ -	
5			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ -	\$ -	\$ -	\$ -	
6			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ -	\$ -	\$ -	\$ -	
7			8. AMOUNT DUE THIS APPLICATION	\$ -	\$ -	\$ -	\$ -	
8			9. BALANCE TO FINISH, PLUS RETAINAGE	\$ -	\$ -	\$ -	\$ -	
9			10. TOTALS	\$174,000.00	\$174,000.00	\$0.00	\$1,878,170.00	
10			NET CHANGE BY CHANGE ORDERS	\$174,000.00	\$174,000.00	\$0.00		

**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 the 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 encumbrance); and (3) all work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Signature: [Signature] Date: 1/31/22

Print Name: S&L Underground

**Contract Draw 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.

Payment of: \$101,598.00

is recommended by: [Signature] Date: 1/31/22

City of Bommers Ferry

Approved by: [Signature] Date: 1/31/22

Funding Agency (if applicable) \_\_\_\_\_ Date: \_\_\_\_\_

Funding Agency (if applicable) \_\_\_\_\_ Date: \_\_\_\_\_

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.





# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

**TO: Mayor and City Council**  
**FROM: Mike Klaus, City Engineer**  
**DATE: March 30, 2022**  
**RE: Electric – Pole Replacement Contract**

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Staff budgets \$50,000 per year for pole replacement within our electrical system. The electric department has identified several poles that need replaced this year and would like authority to move forward with Palouse Power to complete the work.

Staff requests that Council approve the attached time and materials contract with Palouse Power to replace power poles at a cost not to exceed \$50,000.

Please contact me with any questions you may have regarding this proposal.

A handwritten signature in blue ink, appearing to read "Mike Klaus".

Mike



## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Palouse Power herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

Perform electrical work required to replace various aged overhead power poles as directed by City Electrical Superintendent. The City to provide poles, cross arms, and other installed equipment, while contractor will be responsible for labor and equipment necessary to complete the directed work.

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

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

CONTRACTOR shall complete the project by December 31, 2022.

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

Total not to exceed \$50,000

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. **CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

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

12. **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 30 day of March, 20 22.

ENTITY:

CITY OF BONNERS FERRY  
(Governmental Entity)

CONTRACTOR:

By   
(Name)

By James R. Staples, Mayor

Its Principal  
(Title or Office)

ATTEST:

Christine McNair, Clerk

WITNESS:   
(Signature of Witness or Notary Public)

**Form and content approved by Andrakay Pluid as attorney for City of Bonners Ferry**



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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**TO: Mayor and City Council**  
**FROM: Mike Klaus, City Engineer**  
**DATE: March 30, 2022**  
**RE: Electric – Highway 95 Conductor Installation**

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The City's Electric department has installed several new poles along Highway 95 for ITD's Phase 2 project. The new pole route extends from Two Tones restaurant to Sugar Plum Floral. The next step in the project is to pull the wire onto each pole on the new route. The City does not have adequate equipment to complete this work, so a quote was solicited from Palouse Power to complete the line pull.

Attached is the quote from Palouse Power to complete the work required to complete the proposed project. Also attached with this memo is the proposed contract to complete the work.

I recommend that Council approve the quote and proposed contract for the power line pull for a total of \$39,434.25.

Please contact me with any questions you may have regarding this proposal.

Mike

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Palouse Power., 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 install electrical conductor, including the following work on the City's new power poles that extend from Eisenhower street to Sugar Plum Floral adjacent to Highway 95:
  - Mobilization/demobilization, install travelers for neutral, cover all hot crossings, set-up wire pulling equipment and staging, pull in sock line, pull in 3-336 conductor and neutral, sag installed conductor, dead-end and clip all phases, remover travelers, equipment, and uncover all hot crossings.
2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:  
  
CONTRACTOR shall complete the project by June 30, 2022.
3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation a total not to exceed \$39,434.25
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 30 day of March, 2022.

ENTITY:

CITY OF BONNERS FERRY

CONTRACTOR:

By 

By James R. Staples, Mayor

Its Principal  
(Title or Office)

ATTEST:

Christine McNair, Clerk

WITNESS:

  
(Signature of Witness or Notary Public)

Form and content approved by Andrakay Pluid as attorney for the City of Bonners Ferry



<b>To:</b> City Of Bonners Ferry	<b>Contact:</b>
<b>Address:</b> City Of Bonners Ferry	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Bonners Ferry Wire Pull	<b>Bid Number:</b> P2021
<b>Project Location:</b>	<b>Bid Date:</b> 3/2/2022

Item #	Item Description	Estimated Quantity	Unit	Total Price
1	Pull In New Conductor	1.00	UNIT	\$39,434.25

**Total Bid Price: \$39,434.25**

**Notes:**

- Palouse Power shall furnish all labor, equipment, and material required to complete the Scope of Work mentioned and according to the terms thereof. This quote includes only direct costs which can be identified at the time quote. There is no ripple and delay costs captured in this proposal. Should it be determined we are experiencing unforeseen costs due to changes, delays, or causes beyond our control, we will submit those costs for reimbursement. The Proposal Price is based upon the Scope of Work, Conditions, and Exclusions listed. Please read this entire proposal carefully. Changes to the Scope of Work or Conditions may result in additional charges. Any billed amount that remains unpaid after 30 days from the invoice date will be subject to 1.5% per month (18% annual percentage rate). Palouse Power reserves the right to hold the Customer responsible/obligated for all damages Palouse Power may incur through collection of monies owed and is not limited to the following: attorney's fees, court costs, interest, and all other legal expenses when pursuing payment by the Customer. Contract to follow acceptance of this proposal. The above prices do not include Performance Bond and Permits unless stated. Add 4% of the contract amount if bond is required.
- This quote must be attached to and become part of any subcontract agreement.
- This quote includes our standard form of insurance only.
- Unless the contracting party has signed and returned this agreement with in thirty (30) days of the date stated above, Palouse Power proposal shall be null and void.
- This quote is intended to be accepted as a whole and not valid for line item specific selection. If interested in select line items, please identify and request a revised quote.



# MEMO

CITY OF BONNERS FERRY  
OFFICE OF THE CITY ADMINISTRATOR

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**TO:** Mayor and City Council  
**FROM:** Lisa Ailport, City Administrator *LMA*  
**DATE:** March 31, 2022  
**RE:** Authorization to Hire Pool Manager

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I am seeking authorization to hire back the pool manager, David Hatch, for the 2022 season. I have spoken with David and he has agreed to return. We typically open the pool in mid-June and in order to meet this deadline, we have to advertise, hire and train enough guards, prep the pool by painting the floors and walls, order product, and prepare the facilities for opening to the public. The pool manager assists with all of this.

In addition, if we are successful with the Innovia grant application that we applied for in January, then Mr. Hatch will manage the grant and work with staff to complete the improvements to the bathroom facilities.

We heard great feedback from the community on the pool operations and therefore it is my suggestions that we continue this model of management into the future.

## FISCAL IMPACT STATEMENT

The position is a seasonal position operating from April to October. Last year we hired Mr. Hatch at 15.00/hour and I request to bring him back at the same hourly rate.

Last season's number show that we went over budget by around \$3,600.00, after the equinox grant is considered into the revenue for a total expenditure of \$77,246.95.

Council increased the budget this year to \$77,778.00 and with this I am hopeful that with the Pool Manager position, we will be able to rein in the costs, to be closer to what we've budgeted.

## RECOMMEDATION

I recommend authorizing the Mayor to hire a seasonal pool manager for the 2022 summer pool season. The position is expected to run from April to October of this calendar year.

Please let me know if you have any questions.



# MEMO

CITY OF BONNERS FERRY  
OFFICE OF THE CITY ADMINISTRATOR

**TO:** Mayor and City Council  
**FROM:** Lisa Ailport, City Administrator *LMA*  
**DATE:** March 31, 2022  
**RE:** Authorization to Advertise Lifeguards at Pool

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It is that time of year again where we need to start advertising and seeking applications for summer lifeguards for the pool season.

With the help of the Pool Manager, we will look to advertise, hire and train around 10-15 guards for rotating through the summer season.

Based on my recommendation I would recommend the following wages for advertising the lifeguard positions.

<b>New Guard, No Training or experience</b>	<b>(Returning) Guard with 1+ yr. of Training or experience</b>	<b>Head Guard- in charge of Lessons</b>
\$10.00 / Hour	\$10.50 / Hour	\$11.00 / Hour

## FISCAL IMPACT STATEMENT

The city budgeted \$77,778.00 for the pool operations. We are proposing to increase our rates for swim lessons this year and as such, it should be reflected in what we pay our guards. Given the rates of other summer jobs, and the rise in inflation, this wage represents a 10% wage increase from the previous years wages.

In addition to the amount budgeted, we have sought a grant from Innovia to help cover some of the costs to offer swim lessons at the pool this summer. If we are successful with this grant, we expect that these funds will be tit-for-tat what we'd receive from kids lessons fees.

Please let me know if you have any questions.

Thank you.



## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF BONNERS FERRY, a political subdivision of the state of Idaho, herein "ENTITY" and KENDALL DEATON, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work: Power line tree trimming which includes providing a three man crew, chipper, and aerial lift.

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications. Specifications and scope of work as shown in attached proposal.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the project by December 31, 2022.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per Attachment 1 in an amount not to exceed \$5,000.00 without prior approval by Council. Future work completed in the calendar year shall be approved by task order under the rate schedule shown below.

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.

12. **CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

DATED this 30TH day of MARCH, 2022.

ENTITY:

CITY OF BONNERS FERRY

By: \_\_\_\_\_  
James R. Staples, Mayor

ATTEST:

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

CONTRACTOR:

By: Kendall L Deaton  
Kendall Deaton

Its: Kendall L Deaton  
Owner

WITNESS:

\_\_\_\_\_

Form and content approved by Andrakay Pluid as attorney for the City of Bonners Ferry.

**Attachment 1**

**Deaton's  
2022 Rate Sheet**

**Deaton's**

PO Box 451

Moyie Springs, ID 83845

(208) 304-2556

e-mail: deatonstrees@yahoo.com

Bucket Truck with Two Men \$167/ hrs. worked  
(one arborist & one groundsman)

Chipper Truck & Chipper \$27/hr.  
(for equip.) \$40/man hr.  
(normal crew is three men)

Ground Crew \$40/man hr.

Climbers \$67/man hr.

These charges include all equipment and supplies needed to fulfill our part of the work. There may be a move in fee for any move over 50 miles.

Kendall Deaton

208.304.2556



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

---

**TO: Mayor and City Council**  
**FROM: Mike Klaus, City Engineer**  
**DATE: March 31, 2022**  
**RE: Sewer – JUB Task Authorization for Additional Services**

---

Staff has been working with JUB Engineers to develop scopes of work for two small projects at the sewer lagoons. Attached are Tasks 003 and 004 which include engineering services for a gas de-chlorination system and a bar screen design for the sewer lagoons.

Both of these projects will aid the operators in maintaining the lagoon system. The de-chlorination system includes the installation of a sulfur dioxide injection system that will be much easier to regulate than the current tablet de-chlorination system. The bar screen will help keep things out of the lagoon that should not go into it. This bar screen system will help operators capitalize on the dredging that has been taking place for several years now.

I request that Council approve Tasks 003 and 004 for \$15,250 and \$12,750, respectively, for engineering work with JUB Engineers.

Please contact me if you have any questions about the work proposed with these tasks.

A handwritten signature in blue ink that reads "Mike".

Mike



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Additional Services

CLIENT: City of Bonners Ferry
Project Name: General Engineering Service - Task 003 2022 De-Chlorination and Bar Rack - Planning and Design
J-U-B Project Number: 20-18-060

- 1. Additional Services. The following additional items of work on the project referenced above have been or will be provided by J-U-B ENGINEERS, Inc. (J-U-B). These Additional Services are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated 8 Nov. 2018. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Task 003 - Preliminary engineering report and plans for a gas de-chlorination system. Evaluate existing storage shed near outfall for use to house de-chlorination equipment. Identify improvements necessary to install de-chlorination equipment. Generate PER and plans as needed for City crews to construct improvements.
Task 004 - Plans for a bar-rack type influent screen. Identify improvements necessary to screen influent. Generate plans as needed for City crews to construct improvements.

- 2. Verbal Authorization by CLIENT, if Applicable. J-U-B was verbally authorized by the CLIENT to provide these Additional Services by:

Name Date

- 3. Payment for Additional Services. Unless otherwise noted below, J-U-B will provide these Additional Services on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Time and Materials not to exceed \$15,250 and \$12,750 without prior approval (Task 003 & 004, respectively).

- 4. Schedule of Services. Due to the Additional Services, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

Complete task within 3 months of signing date.

Dated this \_\_\_ day of \_\_\_, \_\_\_.

CLIENT

J-U-B ENGINEERS, Inc.

By: Project Representative or Authorized Signatory for CLIENT

By: [Signature] Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

[Signature] Print or Type Name and Title



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

---

**TO:** Mayor and City Council  
**FROM:** Mike Klaus, City Engineer  
**DATE:** March 30, 2022  
**RE:** Highway 95 Project – Additional Costs for Water Crossings

---

Most of the required water relocations for the Highway 95 project was completed in 2021, while some of the items were included in the bid for Highway project that is now underway. In the attached email, HMH Engineers explains that the cost of the some of the water work exceeded ITD's estimate for the work.

The pay items in question are related to highway water crossings where the contractor bid \$13,225 for work that was estimated to be only \$7,500 by ITD. I believe the additional costs are reasonable and ask that the Council approve the payment of \$13,225 for the bid items when requested by ITD.

Please contact me with any questions you may have regarding this proposal.

A handwritten signature in blue ink that reads "Mike".

Mike

## Mike Klaus

---

**From:** Ben Duesterhoeft <BDuesterhoeft@hmh-llc.com>  
**Sent:** Friday, March 18, 2022 4:50 PM  
**To:** Mike Klaus  
**Cc:** Carrie Ann Hewitt; Matt Hall  
**Subject:** FW: KN 19916 Bonners Ferry Utility Agreement

Mike,  
In regards to Marcus' email below, I'm wondering what the process is to get concurrence from the City on proceeding with the water crossings. Does this need to go through a City Council meeting? Let me know if you need any information from us or there is any paperwork that needs to be done.  
Thanks,

**Ben Duesterhoeft, PE**

**Project Manager | HMH Engineering**

3882 N. Schreiber Way, Suite 104 | Coeur d'Alene | Idaho 83815  
Office: 208.635.5825 | Cell: 509.570.2703 | [www.hmh-llc.com](http://www.hmh-llc.com)

**From:** Marcus Levesey <MLevesey@hmh-llc.com>  
**Sent:** Thursday, February 3, 2022 8:09 AM  
**To:** Carrie Ann Hewitt (CarrieAnn.Hewitt@itd.idaho.gov) <carriann.hewitt@itd.idaho.gov>; Ben Duesterhoeft <BDuesterhoeft@hmh-llc.com>  
**Cc:** G.E. Siegford <GSiegford@hmh-llc.com>; Matt Hall <MHall@hmh-llc.com>  
**Subject:** KN 19916 Bonners Ferry Utility Agreement

Carrie Ann & Ben,

The following pay items are the water relocation items that will need to be tracked for payment from the City of Bonners Ferry.

<u>Pay Item</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Price</u>
S901-05M	SP Water Service Crossing	5 Each	\$1380	\$6900
S904-05I	SP 8" Cased Water Line Crossing	1 LS	\$6325	\$6325

The bid price of these items (\$13,225) exceeds the estimated cost in the agreement, so concurrence will be needed from the City to use ITD's contractor (see below).

- 2) It is mutually agreed between the parties hereto that the State will provide special provisions, plan information, and bid item(s) in the Project documents directing the State's Contractor to adjust the Company's facilities by **adjusting/relocating waterlines where indicated on the utility plans as 4A**. The Company agrees to pay the State the actual bid price for this work at the time the Project is awarded except if the actual bid price for this work exceeds the estimated cost of \$7,500.00, whereas the State will request concurrence from the Company to utilize the State's Contractor for this work. If the Company concurs with utilizing the State's Contractor for this work, the Company agrees to pay the State the





# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

**TO: Mayor and City Council**

**FROM: Mike Klaus, City Engineer**

**DATE: March 30, 2022**

**RE: Electric – Riverside Electrical Relocation – Project Match**

---

The Federal Highway Administration-Western Federal Lands Division (FHWA) and Boundary County have provided notice recently that the Riverside reconstruction project is still moving forward and anticipates that the project will go out to bid in the summer of 2022 with construction taking place in 2023. Based on the attached letter of December 9, 2020 from the FHWA, the City has been moving forward with moving poles and infrastructure to facilitate the project.

The City and the FHWA are still working on a final utility agreement. City staff has found that the FHWA project manager is willing to recommend a 50/50 cost split for the electrical relocation, with 50% being paid by the City and 50% being paid by the FHWA. The 50% from the FHWA requires a match of 7.34%. The information in the attached spreadsheet shows the expected costs associated with completing the required electrical relocation.

I am recommending that the Council approve the expense of \$13,285 to provide the 7.34% match to Boundary County for the relocation of the City electrical infrastructure, contingent upon the approval of the forthcoming utility agreement between Boundary County, the FHWA, and the City Council.

Please feel free to contact me if you have any questions regarding this proposal.

A handwritten signature in blue ink that reads "Mike Klaus".

Mike





U.S. Department  
of Transportation

**Federal Highway  
Administration**

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

December 9, 2020  
{Sent via Electronic Mail}

Mike Klaus, P.E., City Engineer  
City of Bonners Ferry  
P.O. Box 149  
Bonners Ferry, ID. 83805  
[mklaus@bonnersferry.id.gov](mailto:mklaus@bonnersferry.id.gov)

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

Mr. Klaus:

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

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

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

Sincerely,

Brandon Stokes, P.E.,  
FHWA Project Manager

## Riverside Electric Relocation

Engineer's Estimate (9-17-2021)

<u>Item</u>	<u>Entity</u>	<u>Units</u>	<u>\$/Unit</u>	<u>Quantity</u>	<u>Total</u>
Poles & Hardware	City	EA	\$ 3,000	18	\$ 54,000
Install Poles & Move Line	Contractor	EA	\$ 6,000	18	\$ 108,000
Mobilization and Bonding	Contractor	LS	\$ 25,000	1	\$ 25,000
Davidson/Walter UG Bores	Contractor	LS	\$ 40,000	1	\$ 40,000
Davidson/Walter UG Install	Contractor	LS	\$ 75,000	1	\$ 75,000
Previously Completed Work	City	LS	\$ 30,000	1	\$ 30,000
Demo by City	City	LS	\$ 30,000	1	\$ 30,000
<b>Total</b>					<b>\$ 362,000</b>

Estimated Contractor Amount	\$ 248,000
Estimated City Expense	\$ 114,000
<b>Total</b>	<b>\$ 362,000</b>

### Match Calculations

Assumes 50% City Cost, 50% FHWA-WFL

Total Cost	\$ 362,000
City Portion	\$ 181,000
FHWA-WFL Portion	\$ 181,000
Match Required = 7.34%	\$ 13,285

## **Grant Agreement**

Program / Project Name: Bonners Ferry Community Pool Upgrades and Support

**Amount Awarded:**\$3,500.00

Innovia Foundation awards your organization a non-renewable grant for the **Amount Awarded** listed at the top of this agreement through the a competitive Grant Program for the **Grant Timeline** described in the grant application. The purpose of the grant is to support the **Program/Project Name** listed above as submitted in the proposal to this grant program. This grant is made subject to the following terms and conditions:

A. **Tax Exempt Organization** - Grantee is an organization that is exempt from federal income tax under the Internal Revenue Code of 1986 or otherwise eligible for funding under the Foundation's grant guidelines. Grantee will advise the Foundation immediately if there is any change in this status or IRS proposed or actual revocation (whether or not appealed).

B. **Charitable Use** - Grantee will utilize the grant funds only for charitable and educational activities consistent with its tax-exempt status. The use of the grant funds, and earnings thereon, must be restricted solely to the purposes of the project described in the proposal and may not be expended, borrowed (inter-fund), pledged or transferred for reason unassociated with the project. Grant funds may not be used for lobbying.

C. **Expenditure of Funds** - This grant is specifically made based upon the proposal you submitted with the project budget and must be spent as such. Grant funds, and earnings thereon, must be restricted solely to the purpose of the project described in the proposal and may not be expended, borrowed (inter-fund), pledged or transferred for reasons not associated with the project.

D. **Unexpended Funds** - If this proposal is completed without expending all awarded grant funds, such funds should be returned to the Foundation. If appropriate, the Foundation may approve an alternative use of grant funds that remains consistent with the original purpose of

the grant. Permission to use funds for such purpose must be requested in writing of the Foundation.

**E. Completing the Project as Proposed** - Grantee is expected to complete the project as proposed within the budget presented. How the Foundation judges the success of this project and the value of this investment will rely on what the grantee presented in the proposal. Any changes in the project or the budget are only permissible in extreme cases and must be requested of the Foundation in writing. Any changes should be minor in order to retain rights to grant funds.

**F. Reporting** - Within one month of the end of the grant period, Grantee will report to the Foundation as to its use of the grant funds and will provide promptly such additional information, reports and documents as the Foundation may request. This report will be due 30 days after the Grant Timeline described in the proposal. Grantees can find the reporting form on their Dashboard via MyInnovia.

**G. Personnel Changes** - Grantee will immediately notify the Foundation of any changes in organizational leadership or key personnel.

**H. Records** - Grantee will maintain adequate records to enable expenditure of the grant funds to be easily confirmed. Grantee will also make books and other records available for inspection at reasonable times and permit the Foundation to monitor and conduct an evaluation of operations under this grant, which may include a visit by Foundation personnel to observe the grant project and discussions of the project with Foundation personnel.

**I. Progress** - If the Foundation is not satisfied with the progress of the grant project or the content of any written report, the Foundation reserves the right at its discretion to cancel the grant, discontinue funding the project and request that the grantee return any unspent and uncommitted grant funds previously distributed by the Foundation.

**J. Announcements** - The Foundation will include information on this grant in periodic public reports and may also refer to this grant in press releases. The Foundation encourages the Grantee to publicize this award.

**K. Conditions Precedence** - The payment of this grant is subject to receipt and acceptance by the Foundation by the following dates.

The signed grant agreement is due and must be submitted within 30 business days of the approval date.

The grant **Amount Awarded** listed above is payable in full upon receipt and acceptance by the Foundation of this signed grant agreement and of any other items listed above in clause K as Conditions Precedence.

If this agreement correctly describes your understanding of the terms of the grant, please click "Next" below to electronically sign and submit this grant agreement.

[Next](#)



## CITY OF BONNERS FERRY

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

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# Memo

To: Mayor and City Council  
From: Christine McNair, Clerk/Treasurer  
Date: 3-29-2022  
Re: Set Budget Hearing Date

---

Here is a list of dates for the Budget Hearing:

September 6, 2022 – Budget must be completed by August 18, 2022

August 30, 2022 – Budget must be completed by August 11, 2022

August 23, 2022 – Budget must be completed by August 4, 2022

August 16, 2022 – Budget must be completed by July 28, 2022

My recommendation is August 16, 2022, that gives us time to make budget changes, if necessary before the September 7, 2022 deadline.

Thank you,

Christine

# 2022

January						
Su	Mo	Tu	We	Th	Fr	Sa
						<b>1</b>
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	<b>17</b>	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	<b>14</b>	15	16	17	18	19
20	<b>21</b>	22	23	24	25	26
27	28					

March						
Su	Mo	Tu	We	Th	Fr	Sa
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6	7	8	9	10	11	12
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27	28	29	30	31		

April						
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<b>17</b>	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
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29	<b>30</b>	31				

June						
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			1	2	<b>3</b>	4
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12	13	14	15	16	17	18
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26	27	28	29	30		

July						
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31						

August						
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	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	<b>5</b>	6	7	8	9	10
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18	19	20	21	22	23	24
25	26	27	28	29	30	

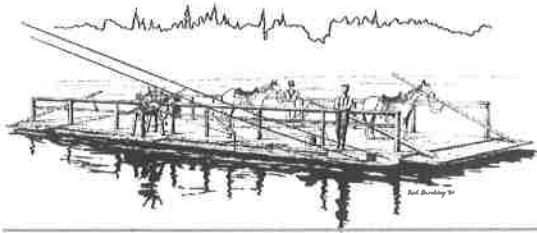
October						
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23	24	25	26	27	28	29
30	<b>31</b>					

November						
Su	Mo	Tu	We	Th	Fr	Sa
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13	14	15	16	17	18	19
20	21	22	23	<b>24</b>	25	26
27	28	29	30			

December						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
<b>25</b>	26	27	28	29	30	31

## USA Holidays and Observances

Jan 01	New Year's Day	Jan 17	M L King Day	Feb 14	Valentine's Day
Feb 21	Presidents' Day	Apr 15	Good Friday	Apr 17	Easter Sunday
May 08	Mother's Day	May 30	Memorial Day	Jun 03	National Donut Day
Jun 19	Father's Day	Jul 04	Independence Day	Sep 05	Labor Day
Oct 10	Columbus Day	Oct 31	Halloween	Nov 11	Veterans Day
Nov 24	Thanksgiving Day	Dec 25	Christmas		



## CITY OF BONNERS FERRY

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

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# Memo

To: Mayor and City Council  
From: Christine McNair, Clerk/Treasurer  
Date: 3-31-2022  
Re: Tyler Technologies quote for credit card payments

---

The company we currently use for credit card payments is no longer going to work with Tyler Technologies. Tyler has built their own payment software and this is the quote to use it.

Thank you,  
Christine





Quoted By: Alex Koenig  
Quote Expiration: 9/24/22  
Quote Name: Tyler Payments

**Sales Quotation For:**  
City of Bonners Ferry  
PO Box 149  
Bonners Ferry ID 83805-0149  
Christine McNair  
+1 (208) 267-3105  
cmcnaire@bonnersferry.id.gov

**Tyler Fees per Transaction**

Description	Net Unit Price
Incode	
Tyler Payments	
Incode ERP Payments	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Services		
<b>Summary Total</b>		
<b>Contract Total</b>	\$ 0	

**Comments**  
2022-312418-H4R1M4

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

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

P.O.#: \_\_\_\_\_

**Tyler Payments Fee Schedule**

**Payer Electronic Payment Costs**

*If passing transaction costs to the payer*

Payer Card Cost – per card transaction with Visa, MasterCard, Discover, and American Express

3%  
\$2.50 minimum

Applies to:

- Utilities: Online

**Miscellaneous Costs**

Credit Card Chargebacks – If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

\$15.00

Monthly Gateway Fee – Per merchant account

\$10.00

Annual PCI Compliance Fee – Per merchant account

\$99 annually

Card Terminal Purchase – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support

Lane 3000: \$419 (one-time fee per device)  
Lane 5000: \$529 (one-time fee per device)  
 Plus \$180 annual per device PCI service fee

**MINUTES**  
**Golf Committee Meeting**  
**Bonnars Ferry City Hall**  
**March 22, 2022**  
**5:30 pm**

Chairman Steve Nelson called the golf committee meeting of March 22, 2022, to order at 5:30 pm. Present for the meeting were: committee members John Youngwirth, Gerry Ann Howlett, Linda Hiatt. Also present for the meeting were: Councilman Brion Poston, Ralph Lotspeich, City Clerk/Treasurer Christine McNair and Scott Schopen.

**PUBLIC COMMENTS**

No public comments were given.

**REPORTS**

Ralph Lotspeich said the course is looking good. The tree trimming went well last year and will continue this year. There isn't any damage from elk or snow mold. Ralph said the fence posts need to be replaced. Steve recommended pulling the posts and cutting them off and putting them back in the ground. The City removed a stump by the Deep Creek crossing. There are several tournaments scheduled this year. The course will open March 26, 2022, if there's no more rain. The course will close October 23, 2022

**CONSENT AGENDA {action item}**

1. Approve the October 12, 2021 Minutes

John Youngwirth moved to approve the October 12, 2021 minutes. Linda Hiatt seconded the motion. The motion passed with all in favor.

**OLD BUSINESS**

2. Discuss meeting dates for 2022 {action item}

Christine said City Code says the committee has to meet at least four times between April and September. John Youngwirth moved to have meetings April 12, June 14, July 12, August 9 and October 11, 2022. Gerry Ann Howlett seconded the motion. The motion passed with all in favor.

3. Discuss possible new member for the Golf Committee recommendations to the Mayor

Steve said Scott Schopen is interested in being a member of the golf committee and requested Christine pass that along to the Mayor.

4. Parking lot improvement recommendations {action item}

The Street Department will make the improvements later this spring when they are doing other repairs. John said the lower handicap parking space may not be necessary.

**NEW BUSINESS**

5. Revenue and expense review {action item}

Steve said it looks like the course made about \$40,000 last year. Christine said a new pump for the lower pond has been purchased for approximately \$30,000.

6. Capital projects recommendations to City Council {action item}

Ralph said he will need more sprinkler heads this year. Christine said the City will receive approximately \$500,000 from the American Rescue Plan Act (ARPA). The Golf Committee should assemble a "wish list", which will then be given to Lisa, who is creating a City-wide list. Lisa will then present the list to Council. Brion said the better prepared the information is, the more helpful it will be. Ralph will talk to Mike about the plans for the deck cover he drew up. The pump house was discussed. Ralph said a lean-to on the back of the maintenance shop would be great. John said that is mostly railroad property. Extending the cart sheds was discussed. This item was tabled to the next meeting.

**ADJOURNMENT**

John Youngwirth moved to adjourn the meeting. Linda Hiatt seconded the motion. The motion passed with all in favor.

The meeting adjourned at 6:40 pm.

**MINUTES OF THE CITY COMPREHENSIVE PLAN ADVISORY COMMITTEE**  
**Bonnors Ferry City Council Chambers**  
**7232 Main St.**  
**(208) 267-3105**  
**March 23, 2022**  
**5:30 pm**

Attendance: Valarie Thompson, Darci Price, Glenda Poston, Desiree Staples, Andrakay Pluid, Ashley Martinez, Adam Arthur, Jessica Tingley, Shelly Kramer and Carolyn Testa, Jan Bayer and Dave Gray.

Staff included Clare Marley, Aaron Qualls, and City Administrator Lisa Ailport.

Aaron Qualls opened the meeting at 5:30pm with an introduction of SJC Alliance. He asked that everyone introduce themselves and tell one thing they love about the city.

Adam loves that the river runs through the town  
Ashley loves the people and knowing them  
Glenda loves the people and tight knit community  
Desiree loves the outdoors  
Darci loves the friendliness of the town  
Val loves the traditions that we have here, such as Santa coming to town and the pearl theater, crazy days, the fair etc. Everything that we grew up doing that are still occurring today.  
Jessica – loves the forests  
Andrakay – loves the sense of community  
Shelly Kramer- loves the natural resources, such as logging and timber industry.  
Dave Gray loves the location.  
Carolyn Testa said she loved the familiarity of the city/town

**Overview of Comprehensive Plan Process-** Aaron covered what a comprehensive plan is for the group using the PowerPoint presentation.

**Role of the Advisory Committee-** Aaron summarized the role of the committee noting that they are subject open meeting laws etc. We discussed whether there was a need to meet the quorum given the structure of the matter being legislative in nature. Lisa mentioned that meeting outside the group could lead towards violations of the open meeting act, but more importantly having discussions outside of the group will diminish the value of the group.

### **Review/Confirm Existing Conditions**

*Social and Community context-* There was a suggestion that we get crime data for some statistical purposes to address the increase or decrease in crime across the community. According to antidotal evidence there seems to be some suggestion that crime is on the rise.

Aging population as it relates to addressing the needs of the community.

School facilities and aging infrastructure- how to fund replacement of the facilities.  
Mental health resources and lack of access to resources.

Financial health and affordability of citizens in the City.

Adam felt that the census data was wrong and out of date with current trends and realities. Aaron wanted to find other sources, besides census that he can use for citing in the report.

Valarie mentioned that staffing issues in finding adequate people who can find housing to work at her school.

Adam was asked if he felt that people who live in the county and work in the city was accurate, and he felt it was.

Val mentioned white nationalist and militia groups moving into the area and growing in popularity over the values they think are already here.

Glenda asked if the data included people who work from their homes out of home-based-businesses. Aaron will report back to her on that question.

*Economic Stability* – Adam mentioned that many of the visitors are passive visitors and are necessarily choosing to come to Bonners Ferry, but rather are just “passing through.”

Tourism and recreation are under utilized in an economic capacity.

Arts is not represented well in the city. Glenda mentioned that there are several different interest groups but not one group that organized to help drive arts and entertainment in the community.

Shelly mentioned that the Real Estate community ran the visitor center and chamber events in Sandpoint and wondered if such a structure would work here.

Carolyn mentioned that support for community events was a must, along with great press and advertisement.

Lisa mentioned inviting the EDC director to future meetings once they are named.

Glenda mentioned that supporting the downtown for arts and entertainment is something that we need to promote. Aaron asked if the downtown vacancies are a real problem and the group agreed.

### *Education*

Aaron asked about post-secondary opportunities for people in the communities. Jan mentioned that they have brought some of the courses in the school facilities but that the lab classes have to go to Sandpoint.

Infrastructure / connectivity outside city limits have placed some of limitation. Lisa mentioned that Avista Edge public/private partnership and the status of the delivery of fiber-like speeds in the city.

Jan mentioned building connections between workforce training and the school system to help gets kids experience.

*Neighborhood and Built Environment* – Aaron mentioned that the city has very little HUD tax credit housing in the area.

The discussion of RV housing came up, looking at it as a recreational opportunity.

Aaron asked about recreational opportunities and programming. Glenda mentioned that the county manages the parks and recreation program.

Clare mentioned discussions of utility capacity and folding that into the planning effort as it relates to existing infrastructure.

Housing stock and lack of multifamily is a concern to the group.

Aaron asked about more access to the river a desirable want that is a current issue. Val responded that the river is treacherous. Andrakay mentioned that the only “safe” access is at the county docks and that the dangerous river isn’t something that is commonly known to people who are moving into the area.

Adam mentioned taking advantage of the river in the form of enrichment, not access.

*Hazardous Areas*- With the population increasing in age overall, there are concerns with addressing the aging community through long range planning. Addressing specialty care and access due to one-way in and out.

The most significant threat was listed in the 2016 plan as wildland fires. The All-Hazard mitigation plan is under planning review now. Clare mentioned that mud slides isn’t adequately addressed as it should be given that the mud slide could pose significant challenges given the highway is really the only way in and out of town.

There were concerns with the fact that there is only one way across the Kootenai River. There is a lack of evacuation planning in the event of an emergency and many one way in and outs. This may need to be addressed within the All-Hazard Mitigation Plan.

Glenda mentioned concerns over train hazards and concerns over derailment or accidents.

Lisa mentioned concerns over fire as it relates to the community watershed.

Home health care is extremely limited in the community according to Carolyn. Ashley mentioned that in-home care is too costly and there are not very many options to choose from.

Aaron asked why, and it was responded that it was pitifully low wages and finding qualified care takers.

Adam mentioned that the city does not have a fire station north of the Kootenai River.

Aaron concluded the meeting at 7:30pm. The next meeting will be scheduled some time in the next few months.



**MINUTES  
CITY PLANNING AND ZONING COMMISSION  
Bonners Ferry City Council Chambers  
7232 Main St.  
(208) 267-3105  
March 17, 2022  
5:15 pm**

Chair Andy Howe called the Planning and Zoning meeting for March 17, 2022 to order at 5:15 pm. Planning and Zoning Commissioners present were: Andy Howe, Chris Rawlings, Sue Larson, Dave Gray, and Darci Price. Also present were: Contract Planner Clare Marley and Planning & Zoning Clerk Julie Fairchild

**PUBLIC COMMENTS**

No Public were present.

**CONSENT AGENDA**

**1. Approval February 17, 2022 Minutes: ACTION ITEM.**

Vice Chair Chris Rawlings moved to approve the minutes February 17, 2022. Commissioner Darci Price second the motion. The motion passed all in favor.

**OLD BUSINESS**

**2. Review Final Parklet Ordinance Draft: ACTION ITEM: DISCUSSION/DIRECTION TO STAFF**

Clare said the 8-foot height requirement clearance is in the draft resolution and flexibility with seasons is in the ordinance. Clare said slip-resistant surface and flush transition at sidewalk are in resolution and free flow of pedestrians is in ordinance. Clare said required wheel stops, guardrails on parklets, vertical elements to make visible to traffic and general liability insurance are in resolution. The definition of parklet was added into the ordinance. Parklets would be permitted downtown district, and would not have to go through a special use permit hearing she said.

**3. Review Final Appeal Procedures Draft: ACTION ITEM: DISCUSSION/DIRECTION TO STAFF**

Clare said some examples of administrative land use decisions are: issuance/denial of building permits, determination of non-conformity, violations, parklet permits, legality of land divisions. She noted that the current code erroneously assigns appeal considerations to P&Z commission and allows appeals by anyone aggrieved by ruling of the commission. However, the commission makes no final decisions. Clare said appeals should be heard by elected body. Clare said the rewording for the City Code 11-5-10 is that appeals must be filed within fifteen working days after a decision has been rendered. The clerk shall provide the applicant with written notice of the action or the request. The City Council decision shall be final, and any recourse shall be as provided in Idaho Code, title 67, Chapter 65. Any appeal has to be written, not verbal, she said, and any administrative written decision is final unless appealed. Written appeal needs to have these grounds for such an appeal, and any supporting documents, shall be filed with the City Clerk, along with applicable fees within fifteen days of the issuance. Clare said failure to appeal timely is automatic dismissal. Clare said once that is received, the City schedules it to the City

Council at a regular meeting. The final decision can't grant a special privilege or provide an exception to the regulations of this title. The City shall provide written notice of the decision, Ms. Marley explained.

**4.Subdivision update: DISCUSSION**

Clare advised that the City may see it's first commercial condo plat. While the City does not have current code addressing condo plats, the City would review a condo plat against state law requirements. Clare said they will be updating subdivision definitions and will verify required road requirements. Clare said the City Administrator requests a review of the "ease of application." The code already allows minor plat of 4 lots to be administratively approved.

**5.Comprehensive Plan update: DISCUSSION**

Clare said the first meeting is March 23<sup>rd</sup> at 5:30 at City Hall and Aaron Quall's would like to get the existing conditions report to the City by next week. Clare said Aaron is working on a website where the public could be informed of meetings and provide email contact information.

Commissioner Sue Larson moved to adjourn the meeting. Commissioner Darci Price seconded the motion. The motion passed all in favor. The meeting adjourned at 5:55 p.m.