

## **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  
June 7, 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**

### **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/EDC

### **CONSENT AGENDA – {action item}**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the May 17, 2022 Special Council meeting minutes, May 17, 2022 Council meeting minutes, May 20, 2022 Special Council meeting minutes
4. **Electric** – Consider authorizing the Mayor to sign the Right-of-Way grant application with the Bureau of Land Management for the Katka transmission line (attachment)
5. **Electric** – Consider authorizing the Mayor to sign the contract with Saunders Line Construction to replace underground wire (attachment)
6. **City** – Consider authorizing the Mayor to sign the Grant Match Letter for Fiscal Year 2023 for the Economic Development Coordinator (attachment)
7. **City** – Consider authorizing the Mayor to sign Task Order #1 with Innovate for Water Meter Survey (attachment)

### **NEW BUSINESS**

8. **Sewer** – Consider authorizing the purchase of a generator for Lift Station #3 (attachment) {action item}
9. **Street** – Consider the Loader bids (attachment) {action item}
10. **City** – Consider authorizing the Mayor to sign the dedication deed from Tim and Judith Gorshe (attachment) {action item}
11. **Pool** – Consider authorizing the Mayor to sign the contract with Michelle Walker for water aerobics classes (attachment) {action item}
12. **Electric** – Consider authorizing the Mayor to sign the contract with Schweitzer Engineering Services for controls and automation upgrades at the Moyie Hydro (attachment) {action item}

### **ADJOURNMENT**

**INFORMATION** – Draft minutes – Planning and Zoning meeting



# 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:** June 2, 2022  
**RE:** Admin Update

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

## NFIP-COMMUNITY ASSISTANCES VISIT (CAV)

Region X out of Bothell, Washington sent a representative to complete the CAV on behalf of FEMA's National Flood Insurance Program. After our thorough review of our ordinance, program, forms and administrations, the faults I expect to hear back are the following:

- Update our model ordinance to include changes to the program that have happened since adoption in 1985. Our Contract Planner is already preparing this ordinance amendment and will likely have it to council by the end of summer or early fall.
- Correction to development in the Floodway. Currently we have a property that has been accumulating items and storing them on property within the floodway. I expect that we will hear back from FEMA about the need to remove these items to prevent hazardous materials or property from floating downstream during a flood event.
- Compliance for a building currently located in the mapped flood hazard area that does not have the proper data on file with the city to conclude whether it is in compliance with the program.

## CITY POOL

We are quickly approaching the opening date for the pool season. It is set to occur on June 11, just after school is out for the summer. Lessons begin on June 14<sup>th</sup> and we have four scheduled sessions for the season. It appears that there is a strong response to swim lessons for our younger class of children. This is great to see because one of the main priorities of the pool is to teach children how to swim.

## COMPREHENSIVE PLAN EFFORT

On Saturday, June 4<sup>th</sup> the Consultant will have a booth set up to engage with the public on the comprehensive plan effort. That afternoon, at 3:00pm we are set to hold a public workshop at

the school district office on Oak Street. The public is encouraged to attend and participate in this process. We have sent public service announcements to local media outlets as well as placed it on our Facebook page for the benefit of the public.

#### SURPLUS ELIMINATOR FUNDS- HIGHWAY DISTRIBUTION FUNDS

We received notice from the County Clerk that LHTAC will be distributing and additional \$65,641 in surplus eliminator funds through the Highway User Distribution funds in July of this year. We anticipated that we'd receive around \$29,000, of which \$16,000 was earmarked to cover the update to the transportation plan. According to LHTAC, the Governor requested, and the Legislature approved \$200M to road and bridge maintenance, to be split 60% to ITD, 40% through the Highway Distribution Account formula. The anticipated \$65,641 is our portion of the local funds being distributed through LHTAC.

The funds are required to be spent on transportation projects, operations and maintenance or other methods that support transportation within the community.

#### WORKFORCE HOUSING SEMINAR

Thursday, May 26th, I attended a seminar put on by the Panhandle Area Council on providing workforce housing in communities in northern Idaho. We heard from state economists, professors and local communities on what they are experiencing in providing adequate and affordable workforce housing with rising real estate prices across the region. The seminar was well put together and had some very good information regarding the options and opportunities for thinking about workforce housing. This will be a focus for our community in the coming years as we grapple with the rising costs of real estate along with higher inflation costs on basic services. I look forward to bringing ideas forward in the near future on how to Bonners Ferry can help the community address affordable workforce housing opportunities.

#### SURPLUS AUCTION

The city completed its surplus auction last week and the result brought in \$8,461.00 to the general fund and \$2,100 to the utility funds. We have several items that didn't sell and according to our Attorney, should a member of the public wish to make a bid on a remaining item, we will bring that bid to Council for acceptance at a future meeting. Otherwise, staff will look to dispose of items through which ever means they can.

This concludes my report.

Included: PSA for Comprehensive Plan workshop, Highway User Distribution- surplus eliminator

FOR IMMEDIATE RELEASE

May 23, 2022

## CITY OF BONNERS FERRY INVITES THE PUBLIC TO HELP SHAPE THE CITY'S FUTURE

Bonnors Ferry – The City of Bonnors Ferry is updating the Comprehensive Plan and wants to ensure that the community has an active part in deciding how the city looks, functions, and serves the needs of its residents as the future brings change.

On Saturday, June 4, 2022, City consultants and community volunteers will have a booth at the Farmers Market from 8am-1pm to provide information and activities for the community to help shape the plan's overall direction. Those who participate may also enter a raffle to win a gift certificate at a local downtown business. Later that afternoon from 3pm-5pm, a public workshop will be held at the Boundary County School District Board meeting room located at 7188 Oak Street in Bonnors Ferry. At the workshop, participants will be invited to work with other community members to help determine long range priorities.

A requirement by the State of Idaho, a Comprehensive Plan is a long range (20-year vision) that establishes goals and policies for nearly everything the City does and is intimately tied to zoning and other regulations that govern land development throughout the city. According to City Administrator Lisa Ailport, AICP, "This is where the 'rubber meets the road' for community planners. Comprehensive planning is how your current and future leadership and staff respond to growth pressures in the future. Consider getting involved or at least providing your thoughts so that the community can benefit from your participation."

The June 4 events represent the first broad public engagement effort for shaping the comprehensive plan, following initial workshops and input by the Plan's Advisory Committee members, the City Planning and Zoning Commission and City Elected Leadership. Further engagement efforts are anticipated to include a community survey, Boundary County Fair booth, and subsequent public meetings, including a public hearing. The plan is anticipated to be completed by early 2023.

For more information and to sign up to receive plan updates via email, please visit the plan web page at <https://bonnersferry.id.gov/compplan> or contact the plan consultant, Aaron Qualls, AICP, at 509.835.3770, ext. 325 or by email at [aaron.qualls@scjalliance.com](mailto:aaron.qualls@scjalliance.com).

###

ACEQUIA	\$	2,412	\$	756
ALBION	\$	5,159	\$	1,617
AMERICAN FALLS	\$	79,757	\$	25,005
AMMON	\$	328,936	\$	103,129
ARCO	\$	16,571	\$	5,195
ARIMO	\$	6,829	\$	2,141
ASHTON	\$	19,336	\$	6,062
ATHOL	\$	15,012	\$	4,707
BANCROFT	\$	7,330	\$	2,298
BASALT	\$	7,627	\$	2,391
BELLEVUE	\$	46,410	\$	14,551
BLACKFOOT	\$	223,144	\$	69,961
BLISS	\$	5,790	\$	1,815
BLOOMINGTON	\$	3,878	\$	1,216
BOISE (paid to ACHD)	\$	4,263,885	\$	1,336,822
BONNERS FERRY	\$	49,973	\$	15,668
BOVILL	\$	4,843	\$	1,518
BUHL	\$	83,951	\$	26,320
BURLEY	\$	198,779	\$	62,322
BUTTE CITY	\$	1,280	\$	401
CALDWELL	\$	1,125,909	\$	352,997
CAMBRIDGE	\$	5,938	\$	1,862
CAREY	\$	12,043	\$	3,776
CASCADE	\$	19,540	\$	6,126
CASTLEFORD	\$	4,658	\$	1,460
CHALLIS	\$	19,781	\$	6,202
CHUBBUCK	\$	296,165	\$	92,854
CLARK FORK	\$	10,930	\$	3,427
CLAYTON	\$	148	\$	47
CLIFTON	\$	5,790	\$	1,815
COEUR D ALENE	\$	990,074	\$	310,410
COTTONWOOD	\$	18,130	\$	5,684
COUNCIL	\$	17,146	\$	5,376
CRAIGMONT	\$	9,037	\$	2,833
CROUCH	\$	3,563	\$	1,117
CULDESAC	\$	7,126	\$	2,234
DALTON GARDENS	\$	44,963	\$	14,097
DAYTON	\$	9,353	\$	2,932
DEARY	\$	9,854	\$	3,089
DECLO	\$	6,847	\$	2,147
DIETRICH	\$	6,328	\$	1,984
DONNELLY	\$	4,249	\$	1,332
DOVER	\$	17,963	\$	5,632
DOWNEY	\$	11,765	\$	3,689
DRIGGS	\$	34,070	\$	10,682
DRUMOND	\$	297	\$	93
DUBOIS	\$	10,930	\$	3,427
EAGLE (paid to ACHD)	\$	588,229	\$	184,423
EAST HOPE	\$	4,287	\$	1,344
EDEN	\$	7,942	\$	2,490
ELK RIVER	\$	2,282	\$	716
EMMETT	\$	134,889	\$	42,291

**MINUTES  
SPECIAL CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
May 17, 2022  
4:00 pm**

Mayor Dick Staples called the Council meeting of May 17, 2022, to order at 4:00 pm. Present for the meeting were: Council Members Brion Poston, Valerie Thompson and Ron Smith. Also, present were: City Administrator Lisa Ailport, City Clerk/Treasurer Christine McNair, City Mechanic Jimmy Dorhofer and Police Chief Brian Zimmerman. No members of the public were present.

1. **City** – Budget workshop for fiscal year 2023 {action item}

Lisa gave a power point presentation for the General Fund FY23 Budget. Ron asked if the department heads were present for the budget discussion. Lisa said they were. In order to balance the budget, either services or expenses need to be reduced. Lisa said Scooter reduced the chip sealing and asphaltting amounts. Ron asked if there is a cost-of-living adjustment already included. Lisa said there is a 3% COLA. The Mayor said a 3% COLA is the minimum. Brion recommended a dollar per hour increase for everyone, instead of 3%. He feels that might be easier on the budget. Valerie said it's important to have equipment that works properly. Council requested staff provide numbers regarding a dollar COLA versus a 3% COLA for the next budget meeting.

**ADJOURNMENT**

The meeting adjourned at 4:44 pm

**MINUTES  
CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
May 17, 2022  
6:00 pm**

Mayor Dick Staples called the Council meeting of May 17, 2022, to order at 6:00 pm. Present for the meeting were: Council Members Brion Poston, Valerie Thompson, Ron Smith. Also, present were: City Administrator Lisa Ailport, City Clerk/Treasurer Christine McNair, City Engineer Mike Klaus, Police Chief Brian Zimmerman and Economic Development Coordinator David Sims. Members of the public present were: Marciavee Cossette, Emily Bosant, Brian Brown, Denise Crichton, Kathy Walk

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

Kathy Walk spoke regarding the Farmers Market.  
Carolyn Testa spoke regarding her book opening.

**REPORTS**

City Engineer Mike Klaus said the sewer main relocation on Alderson Lane should be complete by Thursday of this week. Palouse Power will finish the electric relocation within 45 days.

SPOT Ron Smith said they are still looking for an Executive Director.

Economic Development Coordinator David Sims said his office is at the former NIC building. There will be a volunteer meeting for the Visitors Center Friday morning at 9:00 am. David will attend the Housing Taskforce Conference. The Coeur d' Alene Economic Development Council and North Idaho College are teaming up to apply for the Talent Pipeline Grant. The focus will be on healthcare, manufacturing and hospitality. The State of Idaho has a program called Project Launch, which has a variety of trainings with many of the trainings being virtual. The State of Idaho will pay 75% minimum.

**CONSENT AGENDA – {action item}**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the May 3, 2022 Council meeting minutes
4. Treasurer's Report

Valerie Thompson moved to approve the consent agenda Ron Smith seconded the motion. The motion passed. Ron Smith – yes, Valerie Thompson – yes, Brion Poston – yes

**OLD BUSINESS**

5. **Planning and Zoning** – Suspend the reading rules and adopt Ordinance #603 {action item}

Ron Smith moved to suspend the reading rules and adopt Ordinance #603. Valerie Thompson seconded the motion. The motion passed. Valerie Thompson – yes, Ron Smith – yes, Brion Poston – yes

6. **Planning and Zoning** – Consider Resolution 2022-003 adopting parklet design standards (attachment) {action item}
- Valerie Thompson moved to adopted Resolution 2022-003 adopting parklet design standards. Brion Poston seconded the motion. Brion Poston – yes, Ron Smith – yes, Valerie Thompson -yes

**NEW BUSINESS**

7. **City** – Have the first reading by title only of Ordinance #604 amendments to Title 2 Chapter 2 regarding the Traffic Safety Committee and approve the publication summary (attachment) {action item}

Ron Smith moved to have the first reading by title only of Ordinance #604 amendments to Title 2 Chapter 2 regarding the Traffic Safety Committee and approve the publication summary. Valerie Thompson seconded the motion. Ron Smith – yes, Valerie Thompson – yes, Brion Poston – yes. Lisa read Ordinance #604 by title only

8. **City** – Suspend the reading rules and adopt Ordinance #604 {action item}

Valerie Thompson moved to suspend the reading rules and adopt Ordinance #604. Ron Smith seconded the motion. The motion passed. Brion Poston – yes, Valerie Thompson – yes, Ron Smith – yes

9. **Water/Sewer** – Consider the purchase of a new pickup (attachment) {action item}

Lisa said the City has an opportunity to purchase a new pickup at a very good price. The pickup will not be available until November at the earliest. Valerie Thompson moved to purchase the 2022 3/4-ton, double cab work truck for the Water and Sewer Department for the amount of \$45,000. Brion Poston seconded the motion. The motion passed. Ron Smith – yes, Valerie Thompson – yes, Brion Poston – yes.

**ADJOURNMENT**

The meeting adjourned at 6:17 pm.

**INFORMATION** – Draft minutes - Comprehensive Plan Advisory Committee

DRAFT



**MINUTES  
SPECIAL CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
May 20, 2022  
4:15 pm**

Mayor Dick Staples called the Council meeting of May 20, 2022, to order at 4:15 pm. Present for the meeting were: Council Members Brion Poston, Valerie Thompson, Ron Smith. Also, present were: City Administrator Lisa Ailport, City Engineer Mike Klaus, Street Superintendent Scooter Drake, Front Desk Clerk Lara Tyler. Member of the public present was: Olivia Drake

**NEW BUSINESS**

1. Discuss requesting modification to ITD on Phase II, US 95 Highway buffer strips- ACTION ITEM  
Mike revised his estimate from 2017 to maintain the buffer system from the bridge to La Brosse Hill. His new estimate is \$40,000 per year. Mike spoke with HMH Engineering to find out the savings if the water system and grass was removed. The savings is \$71,000. The cost to put base rock and break-away signs is \$20,000. Brion said it needs to have a weed barrier. Ron asked about concrete. Mike said the City will have to pay about \$144,000. Scooter said the salt the State uses on the roads in the winter is not good for the grass.  
Valerie Thompson moved to remove the lawn and the underground sprinkler system and consider alternatives at future meetings. Brion Poston seconded the motion. The motion passed. Ron Smith – yes, Valerie Thompson – yes, Brion Poston – yes

**ADJOURNMENT**

The meeting adjourned at 4:37 pm



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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**TO:** Mayor and City Council  
**FROM:** Mike Klaus, City Engineer  
**DATE:** June 1, 2022  
**RE:** Bureau of Land Management – Katka Right-of-Way Grant

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In 1972 the Bureau of Land Management (BLM) issued the City of Bonners Ferry a Right-of-Way (ROW) grant authorizing the City install and use our current 115 kV transmission line that connects to BPA transmission near Katka.

That 50-year ROW grant expires on August 22, 2022. The attached application is required to be signed by the Mayor in order to move forward with another 50-year grant of ROW for our critical transmission line.

It is my recommendation that City Council authorize the Mayor to sign the attached application to submit to the Department of Interior – Bureau of Land Management, and also give the Mayor the authority to sign any other forthcoming agreements to procure this right-of-way grant.

Thank you,

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

Mike

STANDARD FORM 299 (REV. 3/2020)

APPLICATION FOR TRANSPORTATION, UTILITY SYSTEMS, TELECOMMUNICATIONS AND FACILITIES ON FEDERAL LANDS AND PROPERTY

FORM APPROVED  
OMB Control Number: 0596-0249  
Expiration Date: 2/28/2023

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application for an authorization (easement, right-of-way, lease, license or permit), the applicant should completely review this package, including instructions, and schedule a pre-application meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the pre-application meeting.

Application Number

Date Filed

1. Name and address of applicant  
City of Bonners Ferry  
7232 Main Street  
PO Box 149  
Bonners Ferry, Idaho 83805

2. Name and address of authorized agent if different from item 1

3. Applicant telephone number and email:  
208-267-3105

Authorized agent telephone number and email:  
208-267-0357

4. As applicant are you? (check one)

- a.  Individual
- b.  Corporation\*
- c.  Partnership/Association\*
- d.  State Government/State Agency
- e.  Local Government
- f.  Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a.  New authorization
- b.  Renewing existing authorization number
- c.  Amend existing authorization number
- d.  Assign existing authorization number
- e.  Existing use for which no authorization has been received \*
- f.  Other\*

\* If checked, provide details under item 7

6. If an individual, or partnership, are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of use or occupancy, (e.g., canal, pipeline, road, telecommunications); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of days/years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for activity/construction (Attach additional sheets, if additional space is needed.)

With this application the City of Bonners Ferry is requesting authorization to continue operating its electrical infrastructure in the Right-of-Way (ROW) granted originally on August 22, 1972 by grant IDI 5389, authorizing a 115 kV transmission line. The City is requesting another 50-year ROW grant for the same purpose. The only addition the City of Bonners Ferry is requesting is the ability to maintain the access roads on BLM property that adjoin the ROW area.

8. Attach a map covering area and show location of project proposal.

9. State or Local government approval:  Attached  Applied for  Not Required

10. Nonrefundable application fee:  Attached  Not required  To be determined by agency

11. Does project cross international boundary or affect international waterways?  Yes  No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

The City has a customer base that provides adequate funding for the operation and maintenance of the infrastructure within the ROW requested and rest of its electrical system, through assessed utility rates.

13a. Describe other alternative locations considered.

N/A

b. Why were these alternatives not selected?

N/A

c. Give explanation as to why it is necessary to use or occupy Federal assets (lands or buildings).

N/A

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

N/A

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

N/A

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

N/A

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability; and, (g) historic or archaeological resources or properties.

N/A

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plant life, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

N/A

19. State whether any hazardous material, as defined in this paragraph, would be used, produced, transported or stored on or in a federal building or federal lands or would be used in connection with the proposed use or occupancy. "Hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

No hazardous materials are proposed to be used with respect to the use of the ROW.

20. Name all the Federal Department(s)/Agency(ies) where this application is being filed.

United States Department of Interior, Bureau of Land Management

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

Date

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.



United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Coeur d'Alene Field Office  
3232 W. Nursery Rd.  
Coeur d'Alene, Idaho 83815



In Reply Refer To:  
2850 (IDC010)  
IDI 5389

**MAR 14 2022**

CERTIFIED MAIL- 7017 1000 0000 8229 6045  
RETURN RECEIPT REQUESTED

City of Bonners Ferry  
Post Office Box 149  
Bonners Ferry, ID 83895

On August 22, 1972, we issued to you Right-of-Way (ROW) grant IDI 5389, authorizing a 115 kV transmission line. The public lands managed by the Bureau of Land Management that are affected by this grant are described as follows:

Boise Meridian, Idaho  
T. 62 N., R. 2 E.,  
Sec. 26, W $\frac{1}{2}$ NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ NW $\frac{1}{4}$ .

Pursuant to your ROW grant, this instrument will expire on August 22, 2022 (copy enclosed). If you are continuing to operate this ROW, you must have an authorized grant. In order to renew your grant, please find enclosed, the application for transportation, utility systems, and facilities on federal lands (Standard Form 299). If you desire to continue the use of public lands for the purpose originally authorized, please complete and return the application to the address above.

If you are no longer operating this power line, please complete the enclosed "Relinquishment of Grant" form and return it to the address above, so that we may terminate your grant and close the file. Please notify us within 30 days of receipt of this letter as to whether you would like to close the file or reapply for the right-of-way.

If you need further assistance or cannot meet the timeframe above, please contact Joanne Miller, Realty Specialist at 208-769-5037.

Sincerely,

J. Raymond Pease  
Field Manager

Enclosures



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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**TO:** Mayor and City Council  
**FROM:** Mike Klaus, City Engineer  
**DATE:** June 1, 2022  
**RE:** Electric – Bores for Annual Underground Replacement

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Each year the City budgets \$75,000 to replace underground wire within our electrical system. The electric department has identified several locations where underground wire needs to be replaced. In order to complete replacement of underground wire, it is sometimes necessary to use a boring company to get conduit into places where construction is difficult or costly. All of the listed projects in the attachment have wires that need to be replaced.

The electric department was provided the attached quote to replace underground wire in four locations. The City has found that one of the four jobs can be completed with a backhoe, so it was eliminated from the list. The total of the three jobs proposed is \$29,717.30. I recommend that the Council approve the work proposed and authorize the Mayor to sign the attached contract with Saunders Line Construction for \$29,717.30.

Please let me know if you have any questions.

Thank you,

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

Mike

# SLC Saunders Line Construction, Inc.

4421 S Willow Lane  
Spokane Valley, WA 99206

Phone: (206) 310-6261

# QUOTATION

Quote Number: 051920

Quote Date: May 19, 2022

Quoted To:
City of Bonners Ferry PO Box 149 7232 Main Street Bonners Ferry, ID 83805

Sunset Trailer Park - 2 Spans  
Mark's Subdivision - 2 Spans  
Moyie - Bore  
Far North Job

Customer ID	Good Thru	Payment Terms	Quoted To
CITBON	6/18/22	Net 30 Days	Kevin Cossairt

Quantity	Description	Unit Price	Amount
	SUNSET TRAILER PARK - 2 Spans; approx 350'		9,275.00
	Material: 2" HDPE, (4) 2" Sweeps		852.34
	ID Sales Tax 6% (Material Only)		51.14
			<del>10,178.48</del>
	MARKS SUBDIVISION - 2 Spans; approx 500'		12,985.00
	Material: 2" HDPE, (4) 2" Sweeps		1,180.84
	ID Sales Tax 6% (Material Only)		70.85
			<del>14,236.69</del>
	MOYIE - Bore approx 170'		4,862.00
	Material: 2" HDPE, (2) 2" Sweeps		415.22
	ID Sales Tax 6% (Material Only)		24.91
			<del>5,302.13</del>
	FAR NORTH JOB - approx 550'		14,575.00
	Material: 2" HDPE, (4) 2" Sweeps		1,290.34
	ID Sales Tax 6% (Material Only)		77.42

<b>TOTAL</b>	<del>45,860.06</del>
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\$ 29,717.30

## INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

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

CONTRACTOR agrees to provide all materials and services for the project which includes completing bores with 2" HDPE conduit in three different locations as outlined in the attached quote that includes a total of approximately 1,020 feet of bore length.

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

CONTRACTOR shall complete the project by September 30, 2022.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation a total not to exceed \$29717.30, as contemplated by the attached quote # 051920.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ENTITY:

\_\_\_\_\_ CITY OF BONNERS FERRY \_\_\_\_\_

CONTRACTOR:

By \_\_\_\_\_

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

Its \_\_\_\_\_  
(Title or Office)

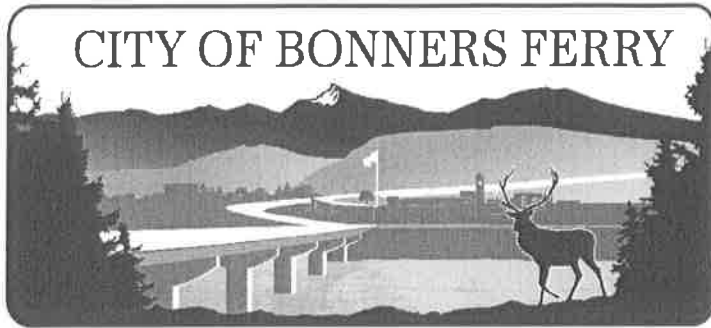
ATTEST:

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

WITNESS:

\_\_\_\_\_  
(Signature of Witness or Notary Public)

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



June 7, 2022

Thomas F. Kealey  
Director  
Idaho Department of Commerce  
P.O. Box 83720  
Boise, ID 83720

Dear Director Kealey,

The purpose of this letter is to confirm the City of Bonners Ferry is committed to providing \$12,000 for the Boundary Economic Development Council. These funds will be made available to the program for the period July 1, 2022 through June 30, 2023 and may be used for operating expenses.

Sincerely,

---

James R. Staples  
Mayor



# MEMO

CITY OF BONNERS FERRY  
OFFICE OF THE CITY ADMINISTRATOR

---

**TO:** Mayor and City Council  
**FROM:** Lisa Ailport, City Administrator  
**DATE:** June 2, 2022  
**RE:** Innovate Task Order 1- Water Meter Survey

---

The attached task order is presented to council for consideration and authorization. The purpose of the task order is to complete a portion of the water meter survey started by our previous mapper for the water department. The attached scope intends to take the data previously collected and tie it to accounts and properties as well as geo locate the water meter to a within a 3-foot accuracy. Currently, the data compiled only shows a location of the water meter with an accuracy rate of  $\pm 20$ -feet. Furthermore, it does not tie it back to the physical address or the account that the meter serves.

I have asked Innovate to give an estimate to complete routes 76&86, which are located north of the Kootenai River. This task order is to complete only those two routes. Other routes will need to be estimated at the time we are ready to have them completed.

Much of what we started several years ago with our in-house GIS position was meant to complete this work. The main outcome was to accurately locate water meters quickly when we fix or replace meters due to damage or leaks. Since we didn't complete it with our in-house staff, and only partially are able to use the data, it makes sense to push to fully complete the project.

I recommend moving forward with authorizing Innovate to complete the attached task for an amount not to exceed without prior approval of \$10,345.00.

Please let me know if you have any questions.

**WORK ORDER**

Pursuant to

Master Service Agreement

<p><b>ISSUED BY:</b></p> <p><b>City of Bonners Ferry</b></p> <p>7232 Main Street          PO Box 149          Bonners Ferry, Idaho 83805</p>	<p><b>CONTRACTOR:</b></p> <p><b>Innovate! Inc.</b></p> <p>6189 Cobbs Road          Alexandria, VA 22310</p>
<p><b>EFFECTIVE DATE:</b></p> <p><b>June 1<sup>st</sup> 2022</b></p>	<p><b>PERIOD OF PERFORMANCE:</b></p> <p>06/01/2022-12/31/2022</p>
<p><b>Work Order Not-To-Exceed          Ceiling Value: \$10,345</b></p>	<p><b>WORK ORDER CONTRACT TYPE:</b></p> <p>Time and Materials</p>

This **Work Order (“WO”)**, by and between, City of Bonners Ferry, Idaho and Innovate! Inc. (“Contractor” or “Innovate!”) is entered under and pursuant to the **Master Service Agreement** between the parties dated January 1<sup>st</sup>, 2022 (the “MSA”) and is subject to all the terms and conditions of that Contract and provision 2.0 of this WO.

**1.0 Work Order Number & Title:** WO002 – 2022 Mapping Water Meters

**2.0 Incorporated Documents**

The documents listed below are hereby incorporated by reference. In the event of an inconsistency or conflict between or among the provisions of this WO, the inconsistency shall be resolved by giving precedence in the following order:

- WO002 – Mapping Water Meters
- Master Service Agreement
- Any Referenced Specifications

**3.0 Scope**

This WO will provide Scope of work on Attachment A

**4.0 Cost Estimate**

See Attachment A for Cost Estimate

See Attachment B for Innovate Commercial Rates

**5.0 Funding**

This Order has been initially funded for **\$10,345** to cover the scope of work to be performed during the contract for the base effort.

**6.0 Work Order Authorized Representatives**

The following authorized representatives are hereby designated for this WO:

Technical	Contractual
(1) Brian Errett Lisa Ailport	Lisa Ailport
(2) Dan Spinosa, Innovate!	(2) Frank Roberts, Innovate!

City of Bonners Ferry, Idaho indicates issuance of this Work Order and Innovate! indicates acceptance of the Work Order by the signatures of their authorized agents below.

**City of Bonners Ferry, Idaho**

**Innovate! Inc.**

By:

By:

Name:

Name: Lily Thomas

Title:

Title: President

Date:

Date:

## Attachment A: Scope of Work and Cost Estimate

Innovate will provide general GIS support including but not limited to:

- Convert tabular Utility Billing Data into GIS Layer
- Update location of meters using GPS provided by city.
- Integrate the updated data into the city GIS system

Table 1. Cost Estimate

Task	Low Cost	Low Hours	Mid Cost	Mid Hours	High Cost	High Hours
Route 76	\$ 3,347	65	\$ 4,756	92	\$ 6,164	119
Route 86	\$ 2,279	44	\$ 3,230	62	\$ 4,181	80

Our best estimate is that the price will land into the Mid Cost range. Not to exceed was set to the High Cost to make sure funds are available for successful completion.

Requests for support should receive a first response by the following business day and could include an estimated time for coordinating support. Work will be performed remotely with occasional onsite visits when necessary.

The Contractor will use a combination of staff to accomplish project tasks in the most efficient and economical way possible to support GIS functions for the City of Bonners Ferry.

See **Attachment B** for the rate schedule.

## Attachment B. Rate Schedule

Table 1. Commercial Rate Schedule

We would complete the tasks above using a combination of staff; selecting the appropriate staff to complete the project in the most financially efficient manner. The following are our staff rates:

Labor Category	Hourly Rate
SME Sr. Project Consultant	\$199.53
Sr. IT Analyst	\$148.46
Emerging Technology Expert	\$121.40
Applications Programmer	\$111.92
Journeyman IT Analyst	\$103.57
IT Analyst II	\$89.58
Jr. IT Analyst	\$73.41
IT Analyst I	\$59.76

Technician	\$50.85
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## Assumptions about Services and resources being provided to Innovate Staff

- City of Bonners Ferry will provide hardware to collect the GPS locations
- City of Bonners Ferry Staff will find and map meters that are not easily visible
- The estimate assumes minimal travel, a portion of the work will be completed remotely. Innovate staff can perform work on site with pre-approval by the customer. This would include costs for travel time and mileage at the current federal rate of 58.5 cents per mile (<https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2022>)
- All work for project will be done on a time and materials basis

If you have any questions regarding our estimate, please do not hesitate to contact Dan Spinosa directly at (208) 290-4124 or via email at [dspinosa@innovateteam.com](mailto:dspinosa@innovateteam.com).



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

---

**TO:** Mayor and City Council  
**FROM:** Mike Klaus, City Engineer  
**DATE:** June 1, 2022  
**RE:** Sewer – Generator for Lift Station #3

---

The City has been working to provide back-up power generation at each one of its sewer lift stations. During a power outage each of our eight lift stations are at risk of surcharging, and should have a back-up generator to help ensure that an overflow does not occur. The goal of City staff is to install one or two generators per year, until all stations are equipped with them. Currently, the City has back up generators at lift stations #2, #5, and #6

The Sewer Department would like to install a generator at lift station #3 with this year's budget. The attached quote for the proposed generator is \$24,021.80. The City will have additional cost associated with installing the generator that I estimate to be approximately \$8,000. I am requesting that Council authorize staff to spend up to \$32,000 to purchase the generator and install it with City labor.

The City Sewer department has sufficient funding to complete this project.

Thank you,

A handwritten signature in cursive script that reads "Mike".

Mike



May 10, 2022

Prepared by

Jonathan Rapose  
 (509) 999-0316  
 jonathan.rapose@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C20N6, 20kW, 60Hz, Standby, Natural Gas/Propane Genset, 1800rpm engine U.S. EPA, Stationary Emergency Application C20N6, 20kW, 60Hz, Standby, Natural Gas/Propane Genset, 1800rpm engine Duty Rating-Standby Power (ESP) Emissions Certification-SI, EPA, Emergency, Stationary, 40CFR60 Listing-UL 2200 NFPA 110 Type 10 Level 1 Capable Control Mounting-Right Facing PowerCommand 1.1 Controller Gauge-Oil Pressure Warning-Low Fuel Gas Pressure Stop Switch-Emergency Signals-Auxiliary, 8 Inputs/8 Outputs Control Display Language-English Load Connection-Single Circuit Breaker, Location A, 70A-250A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker or Entrance Box or Terminal Box, Right-None OSHPD Seismic Certification Cert-Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Engine Governor-Electronic, Isochronous Single Gas Fuel-NG or LP Vapor Engine Starter-12 Volt DC Motor Engine Air Cleaner-Normal Duty Battery Charging Alternator Battery Charger-6 Amp, Regulated Engine Cooling-Radiator, High Ambient Air Temperature, Ship Fitted Shutdown-Low Coolant Level Extension-Coolant Drain Engine Coolant-50% Antifreeze, 50% Water Mixture Exciter/Regulator-Excitation Boost System (EBS) Coolant Heater, Extreme Cold Ambient Voltage-120/240, 3 Phase, Delta, 4 Wire Engine Oil Genset Warranty-2 Years Base Alternator-60Hz, 12L, 240/120V, 105C, 40C Ambient, Increased Motor Starting (IMS) Literature-English Packing-Skid, Poly Bag Extension-Oil Drain Alternator Heater, 120 Volt AC Aluminum Sound Attenuated Level 1 Enclosure, with Exhaust System Enclosure Color-Sandstone, Aluminum Enclosure-Wind Load 180 MPH, ASCE7-10 Larger Battery Rack Skidbase-Housing Ready	1
2	OTECB, OTEC Transfer Switch-Electronic Control: 150A/225A/260A OTEC225, Transfer Switch, PowerCommand, 225 Amp Interface-Communications Network, MODBUS RTU Module Listing-UL 1008/CSA Certification IBC Seismic Certification Application-Utility to Genset Transfer Switch Warranty-2 Year Comprehensive Cabinet-Type 3R Poles-3 (Solid Neutral) Frequency-60 Hz System-3 Phase, 3 or 4 Wire Voltage-240 Volts AC Genset Starting Battery-12V DC PC40 Control	1



Item	Description	Qty
	Auxiliary Relay-12 Volts DC Coil-Installed Only	
3	Battery	1
4	Service - NFPA 110 Start up, certified Cummins tech onsite, 2 visits, 2 hr. customer training	1
5	Freight (Factory direct, offloading by others)	1

**TOTAL: \$ 24,021.80**

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

no spec or one line provided

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Jonathan Rapose, Account Executive  
[jonathan.rapose@cummins.com](mailto:jonathan.rapose@cummins.com)  
(509) 999-0316

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

**THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order No

<Rest of the page is intentionally left blank>

## TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

### SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 60 days, and the price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

### SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

**AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

### PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

### TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

### TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

### INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

### LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

### CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

### MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

### TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

### MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.



## WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**LIMITATIONS ON WARRANTIES** THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

## INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this Indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**LIMITATION OF LIABILITY** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

## CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins makes no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

## CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

## GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

## INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

## ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

## INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

## MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining

terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

#### COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the Importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the Importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**

Check if this Agreement pertains to government work or facilities



# MEMO

CITY OF BONNERS FERRY  
OFFICE OF THE CITY ADMINISTRATOR

**TO:** Mayor and City Council  
**FROM:** Lisa Ailport, City Administrator  
**DATE:** June 2, 2022  
**RE:** Loader Bid Procurement

The city received four bids, from two different vendors for purchasing a new medium size wheeled loader. Each vendor provided two types of lease options, which are shown below.

Loader Bids	Wheeled Loader	Financing	Total w/ Int.	Interest Paid
Pape	\$ 212,700.00	5 Year- 4.7%	\$ 238,151.94	\$ 25,451.94
Pape	\$ 212,700.00	5 year, 4.7% with 20% down	\$ 233,054.41	\$ 20,354.41
Western Cat.	\$ 236,970.49	5.99% - 5 Years	\$ 265,758.05	\$ 28,787.56
Western Cat.	\$ 236,970.49	5.99 % 5 Years with Balloon	\$ 277,232.60	\$ 40,262.11

Under the state of Idaho's procurement process, we are required to take the lowest bid. Based on the bids, including lease options with interest paid, Pape Machinery is the low bidder with a total bid of \$212,700 for the unit and a 5 year 4.7% interest for financing the unit. This accounts for \$25,451.94 and \$20,354.41 in interest depending on whether we use their finance options and if there is money down on the unit.

## FISCAL IMPACT STATEMENT

The City approved the allocation of \$100,000 dollar towards the purchase of a new loader with the use of the City's ARPA funds. After the initial down payment and with the interest provided by the vendor the anticipated yearly payment would need to be appropriated each fiscal year. That amount is expected to be \$25,815.36. We currently have this funding allocated in the draft 2022/2023 budget. Future years will need to be budgeted. With the anticipated down payment at \$100,000.00, the following 5-year amortization chart can be expected.

Amount Purchased      \$ 212,700.00  
     Down Pmt            \$ 100,000.00  
 Amount Appropriated    \$ 112,700.00  
     Period                5.00 years  
     Rate                    4.70%  
     Payment                \$25,815.36

Year		Beginning	Yearly Pmt	Interest	Principal	Ending Balance
2023	1	\$ 112,700.00	\$25,815.36	\$ 5,296.90	\$20,518.46	\$ 92,181.54
2024	2	\$ 92,181.54	\$25,815.36	\$ 4,332.53	\$21,482.83	\$ 70,698.71
2025	3	\$ 70,698.71	\$25,815.36	\$ 3,322.84	\$22,492.52	\$ 48,206.18
2026	4	\$ 48,206.18	\$25,815.36	\$ 2,265.69	\$23,549.67	\$ 24,656.51
2027	5	\$ 24,656.51	\$25,815.36	\$ 1,158.86	\$24,656.51	\$ -
				\$ 16,376.82	\$ 112,700.00	\$ 129,076.82
				Total Amt Paid.		\$ <b>229,076.82</b>

RECOMMENDATION

I recommend that council accept the bid by Pape Machinery for the purchase of a new loader in the amount of \$212,700 and to authorize staff to work with the vendor's or other bank financing, which ever produces the lowest bottom line cost, and to prepare the appropriation lease documentation for future approval for any amount remaining after a down payment is applied.

Please let me know if there are any questions.

**From:** Michael Keith <[Michael.Keith@zionsbancorp.com](mailto:Michael.Keith@zionsbancorp.com)>  
**Sent:** Friday, June 3, 2022 9:35:21 AM  
**To:** Lisa Ailport <[lailport@bonnersferry.id.gov](mailto:lailport@bonnersferry.id.gov)>  
**Cc:** Shaun Kelley <[Shaun.Kelley@zionsbancorp.com](mailto:Shaun.Kelley@zionsbancorp.com)>  
**Subject:** RE: appropriation lease- New Loader

Lisa –

Wanted to follow up on this on what Zions could do. Currently our interest rate would be 4.17% with an annual payment of \$25,434. Interest rate is subject to change to until we lock interest rates. We can do a lock of up to 60 days when the City is ready to move forward. Let me know your thoughts on this.

**Michael Keith**  
Vice President | **Zions Public Finance**  
800 W. Main Street, Suite 700  
Boise, ID 83702  
d 208.501.7533 | m 208.660.3529  
[Michael.Keith@zionsbancorp.com](mailto:Michael.Keith@zionsbancorp.com)





# MEMO

CITY OF BONNERS FERRY  
OFFICE OF THE CITY ADMINISTRATOR

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**TO:** Mayor and City Council  
**FROM:** Lisa Ailport, City Administrator  
**DATE:** June 2, 2022  
**RE:** Gorshe Land Dedication

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The attached Right-of-way dedication is offered to the city by Tim and Judith Gorshe. The purpose of the dedication is to provide a 50-foot right-of-way for future public use and road construction. This dedication is part of a public/private development agreement (see attached instrument #283052) wherein the city brought in a sewer main in exchange for the right-of-way being offered for dedication. By completing this recording, we will have completed the agreement in its entirety.

According to Idaho State statute, a right-of-way may be offered up for dedication, only by acceptance of the local jurisdiction. By authorizing the mayor to sign this dedication deed, it meets the intent of the law.

Please let me know if you have any questions.

Enclosure: Recorded Agreement #283502

RIGHT OF WAY DEDICATION AGREEMENT

THE CITY OF BONNERS FERRY, hereinafter the "City", a municipal corporation of the state of Idaho, 7232 Main Street Bonners Ferry, Idaho 83805, and Timothy R. Gorshe referred to in this agreement as "Landowner", enter into this Right-of-Way Dedication Agreement, hereinafter the "Agreement," in order to acquire a public-right-of-way hereinafter referred to as the "Project."

WHEREAS, the City desires to develop and provide connectivity through a dedicated public access from the intersection of Alderson Street easterly 300 or so feet to the east property line (see exhibit C), providing for sewer main extension and to secure a right-of-way to allow construction of a future city street which will provide for critical east/west connectivity as identified within the City's comprehensive plan and transportation plan.

WHEREAS, the Landowner owns approximately 0.56 (RPB00000344602A) and 0.18 (RPB00000344601A) acres of real property in fee simple title, known as Tax Parcel 190 and 189 respectively and located in Section 34, Township 62N, Range 1E sited within the City of Bonners Ferry.

WHEREAS, the landowner agrees to dedicate a 50-foot strip of land to the City in consideration for the City installing sewer within the portion of dedicated stip.

WHEREAS, this agreement is meant to identify obligations thereby and to provide for authorization by the Landowners for dedication and for the City to accept the strip of land for the purpose and use as public right-of-way.

NOW THEREFORE,

IT IS HEREBY AGREED that subject to terms as set forth herein, the Project is anticipated to occur in the process stipulated with this agreement. Modification of this Agreement shall only be made by either the Landowners or the City Council in accordance with the procedures as identified within this Agreement.

The Landowner and City agree to the following:

- 1. Property and Term.

STATE OF IDAHO  
County of Boundary } SS.  
Filed by City of Bonners Ferry  
on 8/25/2010 3:00  
Glenda Poston  
County Recorder C. Grainger  
By Deputy

Fee \$  
Mail to Inter Office Mail

- 1.1 Property Subject to this Agreement. All of the real property defined herein as the Project, and more specifically defined within the following Instrument numbers #272296, and as included as Exhibit "A" shall be subject to this Agreement.
  - 1.2 Term. The term of this Agreement shall commence upon the execution of this Agreement by all parties hereto and shall continue until sewer is installed to the satisfaction of the City and the Landowners.
2. Regulations and Policies.
- 2.1 Project Development. Landowners shall have the right to develop the property in accordance with all City standards, the terms and conditions of this agreement do not affect any lands outside of the agreement, nor does it allow any deviations from any standard of city code or policy. Nothing in this Agreement shall contravene any applicable provision of law, which is not subject to modification by the City.
  - 2.2 Hold Harmless. Landowners hereby agree to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the construction of City utilities, excepting claims and causes of actions brought by the Landowners for default of this Agreement or those arising from the negligence or willful misconduct of the City.
3. Construction of Improvements
- 3.1 Improvements to be constructed. The City will design and construct a municipal sewer main through portions of the dedicated right-of-way in accordance with specific utility plans developed by the City. The City reserves the right to construct such services at a level determined by the City Engineer and approved by the appropriate Idaho State agencies. All costs associated with the construction of the, sewer main as defined within this agreement, will be borne by the City and developed

and installed by the City.

Any improvements not specifically listed within this section, including but not limited to, the construction of the physical road and any sewer lift stations required to connect to sewer mains, are not included with this agreement. The City reserves the right to consider all specifics of the project and whether those improvements are in keeping with the intent of this agreement.

3.2 Connections to Services: The property owner requesting service shall pay all applicable City fees for connection to City water mains, sewer mains, and primary electric feeder, including any capitalization, construction or development fees at the time the request is made to connect to such services. This agreement does not include costs for installation to any structure or property, including lateral connections from any City main utility line.

3.3 Timing of Construction:

3.3.1 Responsibility: The City is responsible for installing the City owned utilities.

3.3.2 Phasing Construction: The City has the right to phase installation and construction of the utilities in a manner that serves the best interest of the City. It is not anticipated that Phasing will be a part of this agreement.

3.3.3 City Timelines: The City expects to complete the utilities within 36 months of the date of the signed agreement and pursuant to the phased construction approach listed in §3.3.4 of this section. The City and Landowners recognizes that the installation of utilities is dependent on weather, man power and resources.

3.3.4 Phased Construction Approach: [Reserved]

4 Transfer of Property and Removal of Structure.

4.1 Legal Description. The City shall provide the legal description to the Landowners for the vesting document.

- 4.2 Warranty Deed. Upon execution of this agreement, in accordance with section 7.7, the City shall prepare the legal description for recording through a Right-of-Way dedication deed which shall be signed by the landowner and the city.
- 4.3 Recording. Once the legal documents have been prepared and signed by all required parties, the City shall record those documents with the County Recorder.
- 4.4 Removal of Existing Structures: The city and the landowner acknowledge that an existing carport is present in future right-of-way. Once the property conveyance is complete, the landowner shall remove any existing structures and foundations thereto, within the newly acquired right-of-way. Removal shall include building materials, foundations and any underground utilities.
- 4.5 Landowner Responsible for Removal Costs: The landowner is responsible for all costs associated with the removal of the structure located in the future right-of-way. Should the city be required to remove any portion of structure or debris related to the building, the city may bill the landowner for actual costs associated with the removal of said structure, including staff time.
- 4.6 Removal Time Frame: In order to fully execute this contract, the city requests the structure be removed by no later than 12 months from the date of signature and recording of this document.
5. Default, Remedies, Termination, and Review.
- 5.1 General Provisions. Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default

may be satisfactorily cured. During any such thirty-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or if the cure has not been commenced within such period and diligent effort has not been made to effect cure thereafter, the party to this Agreement alleging the default, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to the Notice provision of this Agreement shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

- 5.2 Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the action shall be brought in Boundary County, Idaho and the prevailing party shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be found by the Court.
- 5.3 Termination for Unforeseen Circumstances. If City determines that the health, safety and general welfare of the City or its residents requires the modification, suspension or termination of this Agreement as a result of facts either unknown or unforeseeable at the time this Agreement was executed, the City modify, suspend or terminate this Agreement following compliance with the following procedures.

- 5.3.1 City shall notify Landowners in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based.
- 5.3.2 City shall hold a public meeting before City Council on the City's determination that this Agreement should be modified, suspended or terminated and provide notice of the time and place of the hearing to the Landowners and copies of all documents relating to such determination no less than seven (7) days prior to such public meeting.
- 5.3.3 City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known; and (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative.
- 5.3.4 In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended.
- 5.3.5 If such threat is immediate and substantial, the City may suspend project development immediately in order to protect the public interest.
- 5.3.6 These procedures shall not apply when the unforeseen circumstances is a change in laws or regulations imposed by any political entity other than the City.
- 5.4 Governmental Authority. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Bonners Ferry, present or future.

6. Transfers and Covenants.

- 6.1 Right to Assign. Landowners shall have the right to sell, assign or transfer, and all of their rights, duties and obligations under this Agreement, to any entity during the Term of this Agreement; provided,

however, in no event shall the rights, duties and obligations conferred upon Landowners pursuant to this Agreement be at any time so transferred or assigned except through a transfer of that party's interest in the Property, or portion thereof transferred.

- 6.2 Covenants Run With The Land. **All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entity acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.**

7. General Provisions.

- 7.1 No Joint Venture or Partnership. City and Landowners agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Landowners a joint venture or partners. It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is to provide public connectivity in the form of a right-of-way and public utilities; that the City has no interest in or responsibility for or duty to third persons concerning any of said improvements. The only relationship between City and Landowners is that of a governmental entity developing public utilities within public property pursuant to the laws of the City and the State of Idaho.
- 7.2 Severability. City and Landowners agree that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be



affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

- 7.3. Entire Agreement. This Agreement may be executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of \_\_\_\_ ( ) pages, including the Recitals and three (3) Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement are as follows:

**Exhibit A: Vesting Deed #272296**

**Exhibit B: Engineer's Cost Estimate for utility installation**

**Exhibit C: Right of Way exhibit**

- 7.4 Minor Changes to Agreement. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Landowners and the City's administrative staff.

- 7.5 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.

- 7.6 Estoppel Certificate. The Landowners may, at any time, and from time to time, deliver written notice to the City requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and

283052

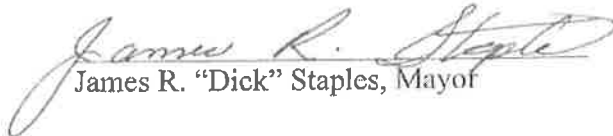
amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor or City Administrator shall have the right to execute any certificate requested by Landowners hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

7.7 Duty To Record.

This Agreement or a Memorandum referencing the existence of this Agreement shall be recorded by City.

Executed this 18 day of August, 2020.

CITY OF BONNERS FERRY

  
James R. "Dick" Staples, Mayor

ATTEST:

  
Christine McNair, City Clerk

LANDOWNER

Timothy R. Gorshe  
Timothy R. Gorshe

Judith Graubart-Gorshe  
Judith Graubart-Gorshe  
JG #

STATE OF IDAHO )  
 )  
:ss  
County of Boundary )

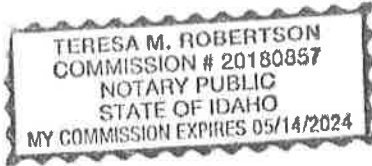
On this 12 day of August, in the year of 20 20, before me Timothy R. Gorshe <sup>Gorshe</sup>  
personally appeared Judith Graubart-Gorshe and Timothy R. Gorshe, proved to me on  
the basis of satisfactory evidence to be the persons whose names are subscribed to the  
within instrument, and acknowledged that they executed the same.


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

283052

STATE OF IDAHO        )  
                                  ) ss.  
County of Boundary    )

On this 12<sup>th</sup> Day of August 2020, before me, the undersigned Notary Public, personally appeared **Timothy R Gorshe and Judith Graubart-Gorshe** known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Bonners Ferry  
Com. Expires: 05/14/2024

283052

EXHIBIT A  
Legal Descriptions

(Attach Boundary County Records Instrument numbers #272296)



83052

272296

WARRANTY DEED

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by

ROBERT T. WINEY and PATRICIA D. WINEY, husband and wife, as community property with rights of survivorship

the Grantors does hereby grant, bargain, sell, convey and warrant unto

TIMOTHY R. GORSHE and JUDITH GRAUBART-GORSHE, husband and wife, as community property with rights of survivorship

the Grantees whose current address is:

P.O. Box 242, Moyie Springs, ID 83845

the following described premises, to-wit:

Sec Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

*Robert T. Winey*  
ROBERT T. WINEY

11-1-17  
Date

*Patricia D. Winey*  
PATRICIA D. WINEY

11-1-17  
Date

State of Idaho )  
                          )ss  
County of Boundary )

On this 1st day of November, 2017, before me, the undersigned, a Notary Public, in and for said State, personally appeared ROBERT T. WINEY and PATRICIA D. WINEY, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

*Sharlene Delaney*  
Notary Public For Idaho  
Residing at Bonners Ferry  
Commission Expires: 10/7/2021



283052

272296

EXHIBIT "A"

Tax 189:

A tract of land in the Southeast Quarter of the Northwest Quarter of Section 34, Township 62 North, Range 1 East, B.M.; Boundary County, Idaho, more particularly described as follows:

Beginning at a monument at center of Section 34, Township 62 North, Range 1 East, B.M., Boundary County, Idaho; thence North 291 feet, thence West 202.50 feet to Point of Beginning; thence North 75 feet; thence West 105 feet; thence South 75 feet; thence East 105 feet to the Point of Beginning.

and also a strip of land on the West end of said tract for road purposes said strip being 22.5 feet wide and 75 feet long.

Tax 190:

A tract of land in the Southeast Quarter of the Northwest Quarter of Section 34, Township 62 North, Range 1 East, B.M.; Boundary County, Idaho, more particularly described as follows:

Beginning at a monument at center of Section 34, Township 62 North, Range 1 East, B.M., Boundary County, Idaho, thence North 291 feet to the Point of Beginning; thence North 105 feet; thence West 307.5 feet; thence South 30 feet; thence East 105 feet; thence South 75 feet; thence East 202.50 feet to the Point of Beginning.

and also a strip of land on the West end of said tract for road purposes said strip being 22.5 feet wide and 75 feet long.

STATE OF IDAHO }  
County of Boundary } SS  
Filed by: Boundary Abstract  
on 11-3-2017 at 11:45 a.m.  
Glenda Poston  
County Recorder }  
By Deputy }  
Fee \$ 15.00 charge  
Mail to Boundary Abstract  
Bonners Ferry ID

283052

EXHIBIT B  
Engineer's Cost Estimate for Utility Installation

(Attached)



## Exhibit B

Alderson Sewer Extension

Engineer's Estimate

<u>Item</u>	<u>Units</u>	<u>\$/Unit</u>	<u>Quantity</u>	<u>Total</u>
Sewer Manhole	EA	\$ 5,500	2	\$ 11,000
8" Sewer Main	LF	\$ 25	250	\$ 6,250
Trench Excavation	LF	\$ 20	250	\$ 5,000
Bedding / Backfill	LF	\$ 15	250	\$ 3,750
Sidewalk Repair	SF	\$ 15	50	\$ 750
Asphalt Repair	SF	\$ 15	150	\$ 2,250
Traffic Control	LS	\$ 2,500	1	\$ 2,500
Engineering	LS	\$ 3,500	1	\$ 3,500
CEI	LS	\$ 2,500	1	\$ 2,500
<b>Total</b>				<b>\$ 37,500</b>

<u>R-O-W</u>	<u>Length</u>	<u>Width</u>	<u>Area(SF)</u>	<u>Cost/SF</u>
	310	50	15500	\$ 2.42

Acreage= 0.35583  
 Cost/Acre= \$ 105,387.10

283052

Exhibit C  
Right of Way Exhibit

(Attached)

Exhibits

283052

P.O.B.

KINNEAR'S GARDENS

307.5'

307.5'

LOT 6

ALDERSON

50'

SECTION 34 T62N, R1E, BOUNDARY COUNTY, IDAHO

PARADISE VALLEY

GARDEN

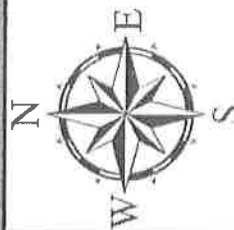
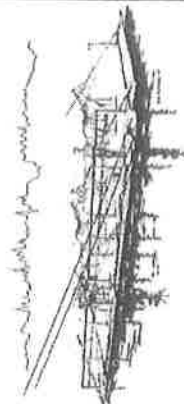


EXHIBIT C

RIGHT-OF-WAY DEDICATION  
MARCH 2020



CITY OF BONNERS FERRY

When recorded Mail to:  
City of Bonners Ferry  
P.O. Box 149  
Bonners Ferry, Idaho 83805

---

**Document Title:** Grant of Right-of-Way Dedication and Acceptance  
**Grantor:** Tim R. Gorshe and Judith A. Graubart-Gorshe, Husband and Wife  
**Grantee:** City of Bonners Ferry  
**Legal Description:** As described herein and as shown in the attached Exhibit "A"

### PUBLIC RIGHT-OF-WAY DEDICATION DEED

The Grantor, Tim R. Gorshe and Judith A. Graubart-Gorshe, husband and wife, herein after "Grantor" whose address is P.O. Box 242, Moyie Spring, Idaho 83845 in consideration of the sum of One and No/100 Dollars (\$1.00), and other valuable consideration, hereby grants unto the CITY OF BONNERS FERRY, herein after "Grantee" a municipal corporation of the State of Idaho, whose address is 7232 Main Street, Bonners Ferry, Idaho 83805 and its heirs, successors, and assigns, a public right-of-way to be used for all lawful right of way purposes, surface and subsurface, including but not limited to road right-of-way uses as well as sidewalks, plantings, right of way beautification improvements where deemed appropriate by the City, installation, operation and maintenance of utilities, stormwater and such other uses that municipalities may make of rights-of-way and easements from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands. All such uses are restricted within the right-of-way and shall not be limited in any way whatsoever by the state of being, condition or location of the street.

Grantee shall have the right to temporarily utilize such additional width as may be agreed upon by the parties, as necessary for the placing of excavated materials thereon and for initial construction and maintenance operations. Grantee agrees that it will at its own expense and to the extent reasonably practicable, restore the surface of the land to the same or better conditions than existed prior thereto.

Said lands being situated in the City of Bonners Ferry, Boundary County, State of Idaho, legally described as follows:

#### DESCRIPTION

A strip of land, 50.00 feet wide, in Bonner's Ferry, Boundary County Idaho, lying in the SE 1/4 NW 1/4 of Section 34, Twp. 62 N., R. 1 E., B.M., being Parcel 2 per Instrument No. 289721 and a portion of Tax Parcel 189, containing .36 acre more or less and more particularly described as follows:

Beginning at a 5/8 inch dia. rebar capped KED 3980S located on the north-south centerline of Section 34, Twp. 62 N., R. 1E., B.M. and bears N0°46'01"E 361.70 feet from a 5/8 inch dia. rebar capped PLS 3628 which marks the C 1/4 of said Section 34; thence from the true point of beginning, S71°11'10"W 40.88 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, N89°13'59"W 269.49 feet to a computed point located on the east right-of-way line of Alderson Lane; thence, N0°40'59"E 50.00 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S89°13'59"E 260.93 feet to a 5/8 inch dia. rebar



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Shasta )

On 06/01/2022 before me, S. Blalock, notary public,  
Date Here Insert Name and Title of the Officer

personally appeared Timothy R. Gorshe and Judy  
Name(s) of Signer(s)  
A. Craubart-Gorshe

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

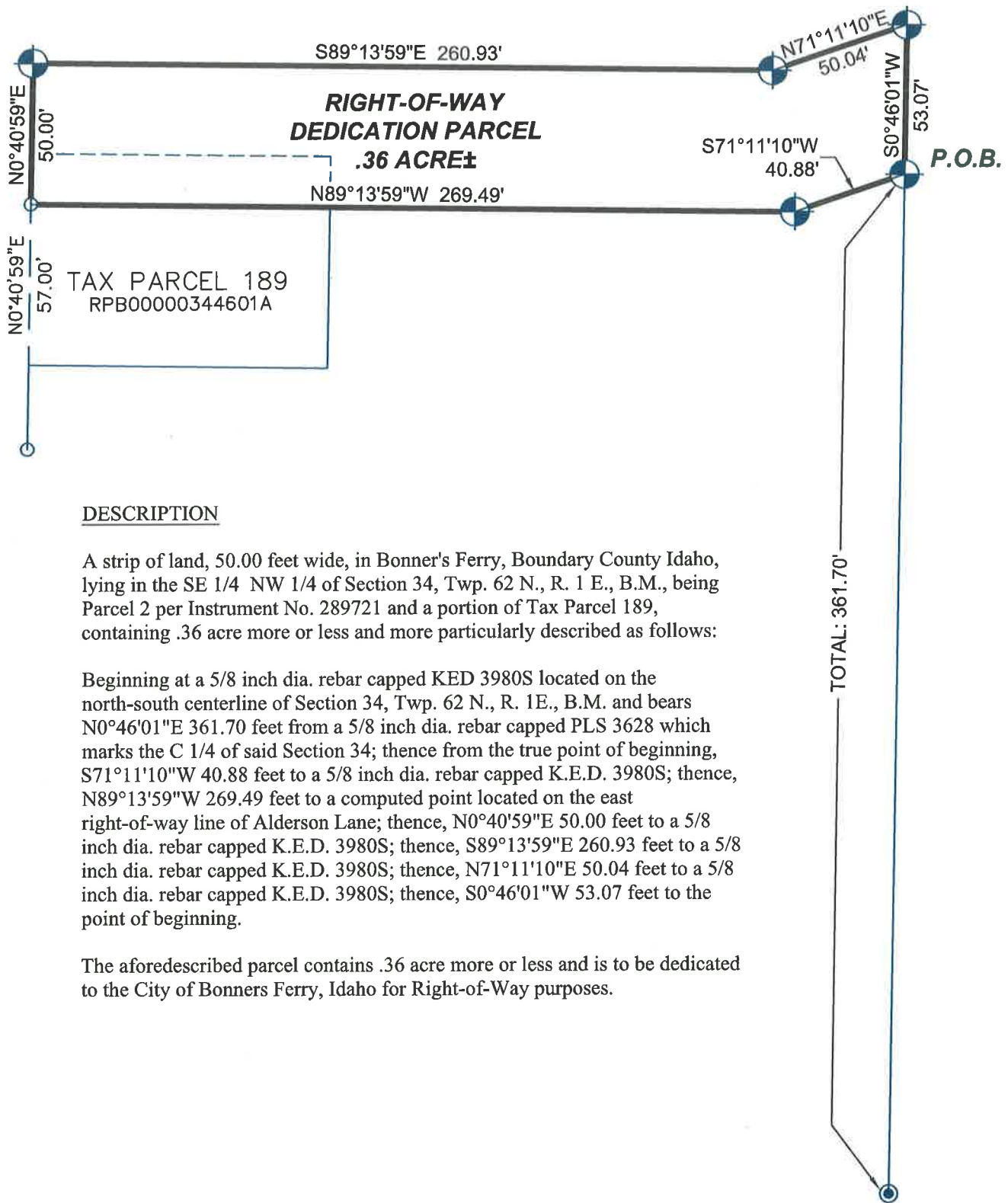
**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



DESCRIPTION

A strip of land, 50.00 feet wide, in Bonner's Ferry, Boundary County Idaho, lying in the SE 1/4 NW 1/4 of Section 34, Twp. 62 N., R. 1 E., B.M., being Parcel 2 per Instrument No. 289721 and a portion of Tax Parcel 189, containing .36 acre more or less and more particularly described as follows:

Beginning at a 5/8 inch dia. rebar capped KED 3980S located on the north-south centerline of Section 34, Twp. 62 N., R. 1E., B.M. and bears N0°46'01"E 361.70 feet from a 5/8 inch dia. rebar capped PLS 3628 which marks the C 1/4 of said Section 34; thence from the true point of beginning, S71°11'10"W 40.88 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, N89°13'59"W 269.49 feet to a computed point located on the east right-of-way line of Alderson Lane; thence, N0°40'59"E 50.00 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S89°13'59"E 260.93 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, N71°11'10"E 50.04 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S0°46'01"W 53.07 feet to the point of beginning.

The aforescribed parcel contains .36 acre more or less and is to be dedicated to the City of Bonners Ferry, Idaho for Right-of-Way purposes.



# MEMO

CITY OF BONNERS FERRY  
OFFICE OF THE CITY ADMINISTRATOR

---

**TO:** Mayor and City Council  
**FROM:** Lisa Ailport, City Administrator  
**DATE:** June 2, 2022  
**RE:** Water Aerobics Instructor

---

The attached contract for Michelle Walker is to instruct the water aerobics classes at the city pool this summer. Mrs. Walker piloted a class last summer at the pool and found it to be a great success with the community. This year she is seeking authorization to instruct all our adult water aerobic classes. She has worked with the pool manager and come up with a plan for how the program will be ran this year. To compensate her for her time, she has requested to be paid 22.50 per participant, per session. The attached contract provides for this as well as expectations of her conduct.

If this is successful again this year, we may seek another contract with her for the following season.

Please let me know if you have any questions.



## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Walker Wellness, LLC 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, instruct and conduct all adult water aerobic classes for the 2022 pool season at the city pool located at 7040 Helena Street.

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 perform work during the 2022 pool season, all work concluding at termination of the 2022 pool season.

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

Total \$22.50 per registered and paid person to city hosted water aerobics sessions.

Contractor shall be responsible for advertising, conducting, instructing, and adhering to all city rules at the city pool. The city shall be responsible for providing a clean and safe pool at the city park for instruction in. Contractor is allowed to use any class/pool equipment that is owned by the city, however, any specific and/or additional materials needed shall be supplied by the contractor.

Contractor shall be responsible for invoicing the City for payment of registered and paid persons. The City shall be responsible for providing Contractor a list of those registered and paid persons.

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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ENTITY:

\_\_\_\_\_  
CITY OF BONNERS FERRY  
(Governmental Entity)

CONTRACTOR:

By \_\_\_\_\_  
Michelle Walker, Owner

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

Its \_\_\_\_\_  
(Title or Office)

ATTEST:

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

WITNESS:

\_\_\_\_\_  
(Signature of Witness or Notary Public)

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

**MINUTES**  
**CITY PLANNING AND ZONING COMMISSION**  
**Bonnors Ferry City Council Chambers**  
**7232 Main St.**  
**(208) 267-3105**  
**May 19, 2022**  
**5:15 pm**

Vice Chair Chris Rawlings called the Planning and Zoning meeting for May 19, 2022 to order at 5:16 pm. Planning and Zoning Commissioners present were: Chris Rawlings, Sue Larson, Dave Gray, Darci Price, and Aaron Qualls from the Comprehensive Plan Committee was present via zoom. Also present were: Contract Planner Clare Marley and Planning & Zoning Clerk Julie Fairchild

**PUBLIC COMMENTS**

No public were present.

**CONSENT AGENDA**

1. Approval April 21,2022 Minutes: **ACTION ITEM.**

Commissioner Dave Gray moved to approve the minutes April 21, 2022. Commissioner Darci Price second the motion. The motion passed all in favor.

**OLD BUSINESS**

2. Subdivision update: **DISCUSSION/DIRECTION TO STAFF**

Clare said we need to update definitions, verify required road access standards, tie to minimum street and infrastructure standards, establish design standards, identify process for lot and parcel adjustments, identify process for condo platting, create procedures for ease of application, identify minor and major modifications and process for each. Clare said subdividing in Idaho is somewhat hands off. Clare said in Idaho a subdivision is a tract of land divided into five or more lots, parcels, or sites for the purpose of sale or building development, whether immediate or future. Clare said in code 50-1308 every subdivision requires to be considered by the Planning & Zoning Commission and every community doesn't do that, so we need to tackle Idaho Code because everybody ignores that. Clare said in code 67-6513 of subdivision ordinance says you need to have standards that way when you say yes or no, and you can allow litigation. Clare said the path of a plat is an application comes into the City, then they turn in a preliminary plat, then a process of review and decision, and finally they come back for a final review, which meets all of Idaho's Code requirements for surveying and certificates. Clare said minor plats are 4 or fewer contiguous, they must have frontage on existing road meeting standards, they need to have adequate sewer and water to lots, no extensions or improvements to sewer or water mains other than laterals. Clare said regular plats are the opposite of minor plats. Clare said regular plats don't boundary adjustments, not when created by Laws of descent, not when acquired by public entity for right-of-way or utilities. Clare asked if a minor plat should be increased from 4 to more. Chris replied no, it shouldn't be increased. Clare asked if newspaper notice is essential. Dave said it's not required by law. Clare said skip large format paper copies. Clare said minor plat as a final plat and reduce by one step. Clare said shorten agency review periods for regular plats unless unusual circumstances. Clare said reduce the number of final plat copies to electronic only or 11 x 17.

Clare said condo platting is when a building is split up. Clare said current state law allows in existing buildings, buildings under construction, or proposed buildings that have issued building permits. Clare said for the application process, the proposed condominium projects shall be filed with the county recorder and then give it to the City. Clare said Lisa Ailport, City Administrator, wants an application as well.

Clare said the City doesn't have anything in the codes on how to adjust property and also on platted lots so suggestions are for a boundary adjustment you always have to make sure they still meet zoning when they adjust, they meet setback requirements, and you can't file 8 zoning ordinances and you can't reduce the lots. Clare said you can't do dedications of land on a lot line adjustment because it's not going through a hearing process, and you can't be in conflict your approved plat. Clare said for an unplatted adjustments are exempt from requirements to file an application with the City for that adjustment but they have to meet all the standard requirements.

**3. Comprehensive Plan update: DISCUSSION/ADVISORY**

Aaron Qualls said aging population has impacts to housing and healthcare. Aaron said multi-level of transportation has priority and it's based off census and data. Aaron said there's few post-secondary educational offerings and a lot of growth has been absorbed outside the city limits either by choice or necessity. Aaron said we have a lot of single-family homes and very few subsidized affordable housings and we have a lot of renters and owners. Aaron said in terms of zoning we have limited options for multi-family housing except in the downtown and commercial areas. Aaron said some key issues we will be discussing at the workshop booth are lack of housing types, rental units, wages not keeping pace, workforce training opportunities, tourism, arts and culture, immigration, among other things. Aaron said they created a representation of the City which are: historic walk downtown, neighborhood mix transition, corridor coming into town, residential neighborhoods, treat historic neighborhoods differently, industrial areas for job creation opportunities, the river front for trails, healthcare services, and finally preserving recreational resources. Aaron said they will be at the farmer market June 4<sup>th</sup> for community input and then at 3pm there will be a public workshop meeting.

**4. Commission, Council, And Staff updates**

Clare said don't have anything in our codes about how we adjust properties and the same the platted lots so suggestions are: for a boundary line adjustment you always have to make sure they still meet zoning when they adjust, and they don't meet setback requirements and you can't reduce the lot. Clare said you can't do dedications of land on a lot line adjustment because it's not going through hearing process, and you can't conflict with any of your approved plats. Clare said our flood plain ordinance is outdated so we'll work on that as well.

Commissioner Dave Gray moved to adjourn the meeting. Commissioner Darci Price seconded the motion. The motion passed all in favor. The meeting adjourned at 6:17 p.m.