

### **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  
November 1, 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 October 18, 2022 Council meeting minutes

### **NEW BUSINESS**

4. **City** – Consider Resolution 2022-007 for fee increases (attachment) {action item}
5. **Water and Sewer** – Consider authorizing the Mayor to sign the contract with HMH Engineering for Highway 95 crossings (attachment) {action item}
6. **Planning and Zoning** – Consider the final plat for Scott Bourassa's minor subdivision (attachment) {action item}
7. **City** – Discuss the budget shortfalls {action item}
8. **Electric** – Consider the revised Policy IV. D Electric Service Standards (attachment) {action item}
9. **City** – Consider Barb LePoidevin plus volunteers decorating the Georgia Mae Plaza for Christmas {action item}
10. **City** – Discuss the Christmas party {action item}
11. **Executive Session** – Executive Session pursuant to Idaho Code 74-206, subsection 1 (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student {action item}

### **ADJOURNMENT**

**RESOLUTION NO. 2022-007**

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

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

WHEREAS, the city council held a public hearing on October 18, 2022, pursuant to Idaho Code §63-1311A, to take public testimony regarding the city fee increases and newly established fees and,

WHEREAS, the previous resolution adopted by council on October 18, 2022 contained scrivener's errors, as it did not include the published rates as provided for in the Bonners Ferry Herald; and

WHEREAS, the Council by this Resolution, desires to update those fees in alignment with the published rates that occurred on October 3, and October 13 respectively, and charges contained in the attachment "Exhibit A" of this Resolution; and,

WHEREAS, the Council by authorization of the Mayor's signature hereto shall make the fee effective from the date established hereon.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Bonners Ferry, Idaho that the city hereby adopts the following Exhibit "A" into the City Fee Schedule.

PASSED BY THE CITY COUNCIL on this 1st day of November, 2022.

SIGNED BY THE MAYOR on this 1st day of November, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



CITY OF BONNERS FERRY  
OFFICIAL FEE SCHEDULE  
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EXHIBIT A

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Res 2020-12-15 Adopted 12-15-2020  
 Res 2021-11-02 Adopted 11-02-2021  
 Res 2022-002 Adopted 4-19-2022  
 Res. 2022-006 Adopted 11-1-2022

## Table 1- CITY HALL LICENSES AND PERMIT FEES

### BUSINESS LICENSES & ALCOHOL PERMIT FEES

#	Category: Business Licenses (BL)	BASE FEE (Non Refundable)	PLUS / Notes
BL 1	Business License	\$50.00 Initial Fee	\$25.00 Annual Renewal Fee
BL 2	Liquor by the Drink	\$375	
BL 3	Liquor Transfer Fee	\$50	Per request
BL 4	Beer & Wine Transfer Fee	\$50	Per request
BL 5	Beer - Consumption off premise	\$25	Per Year
BL 6	Beer - Consumption on-premise	\$75	Per Year
BL 7	Beer- Draught, Bottles or Canned	\$100	Per Year
BL 8	Wine	\$100	Per Year
BL 9	Taxi Cab annual license fee	\$0	Included with Business License Fee
BL 10	Annual Background check - Taxi Cab drivers	Actual Cost of service	

### TEMPORARY LICENSES

#	Category: Business Licenses (BL)	BASE FEE (Non Refundable)	PLUS / Notes
BL9	Peddlers, Solicitors, Hawkers, Ininerant Merchants, Transient Vendors or Canvassers:		
A	City Resident	\$35.00 / \$10.00	Per Year / Per Week
B	Non- City Resident	\$45.00 / \$15.00	Per Year / Per Week
C	Non- State Resident	\$55.00 / \$20.00	Per Year / Per Week

### ANIMAL LICENSE AND IMPOUND FEES

#	Category: Business Licenses (BL)	BASE FEE (Non Refundable)	PLUS / Notes
BL 10	Dog license fees	\$24	Per Year, <b>Per Animal</b>
BL11	Dog license fees- prior to Jan. 31st	\$12	Per Year, <b>Per Animal</b>
BL12	Dog Impounding	\$20	Per Offense (BFCC 5-3B-6(4))
BL13	Impound Storage Fee (at City Yard)	\$10	Per day

### MISCELLANEOUS FEES

#	Category- Miscellaneous (MS)	BASE FEE (Non Refundable)	PLUS/ NOTES
BL14	Non-Sufficient Check Charge	\$15	
BL15	Fire Inspection Fee	\$30	
BL16	Video Copying Fee	\$25	
BL17	Copying Fees- Color	0.25 per page	After 10 pages
BL18	Copying Fees- B/W	0.10 per page	After 100 pages

**TABLE 2 –PLANNING AND ZONING- LAND USE & DEVELOPMENT** \*Actual costs may be passed through

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

<b>TABLE 3 – BUILDING PERMIT FEES</b>			
<b>#</b>	<b>Category: Land Use Applications (PL)</b>	<b>BASE FEE (Non Refundable)</b>	<b>PLUS / Notes</b>
BP1	Zoning Review - Residential (Including Manufactured Homes)	\$150	Plus actual costs with over 3-hour of review time.
BP2	Zoning Review - Commercial Buildings	\$300	Plus actual costs with over 3-hour of review time.
BP3	Zoning Review - Commercial Signs	\$150	Plus actual costs with over 3-hour of review time.
BP4	Building Permit Fees - New Construction	Per 2010 ICC Adopted valuation sheet - see attached	Per valuation generated by sq. foot costs
BP5	Building Permit Fees for alterations, remodels, additions etc.	1997 UBC- attached	Per valuation provided by contractor

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

**TABLE 4– Utility Application and Connection Fees**

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

## FEE SCHEDULE

TABLE 5 -Mirror Lake Golf Course Fees		Fees
<b>Season Passes</b>		
	Golf Adult Season Pass	\$ 481.00
****	Golf Adult Season plus junior(s)	\$ 542.00
	Couples Pass	\$ 841.00
****	Golf Family Season Pass	\$ 901.00
**	One child 17 and under play for free per paying adult	
<b>Adult</b>		
	Individual Monthly Pass (30 days)	\$ 241.00
	Couples Monthly Pass (30 days)	\$ 361.00
	Discount Card - 9 Holes	\$ 195.00
	Discount Card - 18 Holes	\$ 271.00
	9-Hole Green Fees- Weekday	\$ 22.00
	9 Hole Green Fees Weekend/Holiday	\$ 24.00
	18-Hole Green Fees - Weekday	\$ 31.00
	18-Hole Green Fees-Weekend/Holiday	\$ 33.00
<b>Junior</b>		
	Golf Junior Pass	\$ 61.00
	High School Golf Team Season Pass	\$ 31.00
	9-Hole Green Fees	\$ 6.00
	18-Hole Green Fees	\$ 11.00
***	High School Golf Team Player plays for free during golf season	
**	One child 17 and under play for free per paying adult	
<b>Other</b>		
	Cart Trail Fee	\$ 6.00
	Season Pass Cart Trail Fee	\$ 88.00
	Golf Cart Shed Rental Bld A & B	\$ 234.00
	Golf Cart Shed Rental Bld C	\$ 292.00

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

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

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

<b>TABLE 6 –CITY PROPERTY</b>			
<b>#</b>	<b>Category- City Property (CP)</b>	<b>BASE FEE (Non Refundable)</b>	<b>PLUS / Notes</b>
<b>CP1</b>	Visitor Center Rental (Upstairs)		
<b>CP1A</b>	* Non Profits Organizations	\$35	Per Use
<b>CP1B</b>	* Private Individuals	\$35	Per Use
<b>CP1C</b>	* For Profit Business	\$100	Per Use
<b>CP2</b>	Fire Hall		
<b>CP2A</b>	* Non Profits Organizations	\$35	Per Use
<b>CP2B</b>	* Private Individuals	\$35	Per Use
<b>CP2C</b>	* For Profit Business	\$100	Per Use
<b>CP3</b>	Other Public Agencies For both FH & VC	None	
<b>CITY POOL FEES / RATES</b>			
<b>CP3</b>	City Pool	\$60 - First Hour	Plus \$40 for each additional hour
<b>CP4</b>	Pool Daily Rate	\$0	
<b>CP5</b>	Pool Season Pass	\$0	
<b>CP7</b>	Swim Lessons Rate	\$50	Per Class; Per Person
<b>PARADE PERMIT FEES</b>			
<b>CP8</b>	Parade/ Special Event Permit Fee	\$35 / Parade	\$200.00 Deposit; with 30 days notice
<b>CP9</b>	Parade / Special Event Permit Fee	\$100 / Parade	\$200.00 Deposit; with less than 30 days notice
<b>Electric Vehicle Charging Station</b>			
<b>CP10</b>	Electric Vehicle Charging Station Rate	\$0.25 / kWh	0.20 / Minute

**TABLE 7 – CITY EQUIPMENT RATES (Does not Include Operator)**

#	Category: City Equipment Rates (CE)	Estimated Replacement Cost	Estimated Service life (hrs)	Estimate Hour Operation Cost	Hourly Rate
CE1	Backhoe	\$ 130,000.00	3,000	\$ 12.50	\$ 45.00
CE2	Bucket Truck	\$ 240,000.00	2,800	\$ 12.50	\$ 76.79
CE3	Small Bucket Truck	\$ 118,000.00	2,800	\$ 12.50	\$ 44.11
CE4	Digger Derrick Truck	\$ 200,000.00	3,800	\$ 15.00	\$ 54.47
CE5	Ditch Witch	\$ 75,000.00	2,000	\$ 15.00	\$ 43.13
CE6	Dump Truck	\$ 100,000.00	3,000	\$ 17.50	\$ 42.50
CE7	Flusher Vac Truck	\$ 500,000.00	3,500	\$ 20.00	\$ 127.14
CE8	Front End Loader	\$ 200,000.00	3,000	\$ 15.00	\$ 65.00
CE9	Grader	\$ 250,000.00	3,500	\$ 17.50	\$ 71.07
CE10	Pickup	\$ 35,000.00	2,000	\$ 7.50	\$ 20.63
CE11	skid steer	\$ 46,720.00	3,000	\$ 10.00	\$ 21.68
CE12	Sweeper	\$ 150,000.00	3,000	\$ 30.00	\$ 67.50
CE13	Water Truck	\$ 143,320.00	3,000	\$ 12.50	\$ 48.33
CE14	Large Excavator	\$ 100,000.00	3,000	\$ 12.50	\$ 37.50
CE15	Medium Excavator	\$ 64,000.00	3,000	\$ 12.50	\$ 28.50
CE16	Small Excavator	\$ 30,000.00	3,000	\$ 12.50	\$ 20.00
CE17	Chipper Truck	\$ 25,000.00	1,000	\$ 25.00	\$ 43.75
CE18	Wire Trailer	\$ 15,000.00	3,000	\$ 5.00	\$ 8.75
CE19	Thumber Truck	\$ 65,000.00	2,000	\$ 32.50	\$ 56.88
CE20	Air Compressor	\$ 28,000.00	1,000	\$ 28.00	\$ 49.00

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

**TABLE 8 – CITY FIRE DEPT. EQUIPMENT AND PERSONNEL**

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

# City Electric Rates

Revenue Class	Category	Electric Rate Classes	Monthly Base Rate	Kilowatt per hour	Demand Rate
(*Denotes Outside City Limits)					
01	ER1PB	Residential	\$ 12.67	0.7260	
01	ER1PX	*Residential	\$ 18.05	0.7260	
07	ES1PB	Interdepartmental	\$ 12.67	0.0695	
07	ES1PX	*Interdepartmental	\$ 18.05	0.0695	
07	ES3PB	Interdepartmental	\$ 39.73	0.0695	
07	ES3PX	*Interdepartmental	\$ 50.59	0.0695	
07	EC1PB	Interdept. w/Demand	\$ 12.67	0.0508	7.260
07	EC1PX	*Interdept. w/Demand	\$ 18.05	0.0508	7.260
07	EC3PB	Interdept. w/Demand	\$ 39.73	0.0508	7.260
07	EC3PX	*Interdept. w/Demand	\$ 50.59	0.0508	7.260
09	ES3PX	*Pumping & Drainage	\$ 50.59	0.6950	
09	EC1PB	Pumping & Drainage	\$ 12.67	0.0587	7.260
09	EC1PX	*Pumping & Drainage	\$ 18.05	0.0587	7.260
09	EC3PB	Pumping & Drainage	\$ 39.73	0.0587	7.260
09	EC3PX	*Pumping & Drainage	\$ 50.59	0.0587	7.260
11	ES1PB	Self Consumed	\$ 12.67	0.0695	
11	ES1PX	*Self Consumed	\$ 18.05	0.0695	
11	ES3PB	Self Consumed	\$ 39.73	0.0695	
11	ES3PX	*Self Consumed	\$ 50.59	0.0695	
11	EC1PB	Self Cons. w/ Demand	\$ 12.67	0.0508	7.260
11	EC1PX	*Self Cons. w/ Demand	\$ 17.19	0.0508	7.260
11	EC3PB	Self Cons. w/ Demand	\$ 39.73	0.0508	7.260
11	EC3PX	*Self Cons. w/ Demand	\$ 50.59	0.0508	7.260
20	ES1PB	Small Commercial	\$ 12.67	0.0695	
20	ES1PX	*Small Commercial	\$ 18.05	0.0695	
20	ES3PB	Small Commercial	\$ 39.73	0.0695	
20	ES3PX	*Small Commercial	\$ 50.59	0.0695	
21	EC1PB	Large Commercial	\$ 12.67	0.0508	7.260
21	EC1PX	*Large Commercial	\$ 18.05	0.0508	7.260
21	EC3PB	Large Commercial	\$ 39.73	0.0508	7.260
21	EC3PX	*Large Commercial	\$ 50.59	0.0508	7.260
31	EC3PB	Secondary Industrial	\$ 39.73	0.0532	6.230
31	EC3PX	*Secondary Industrial	\$ 50.59	0.0532	6.230
31	EP3PB	Primary Industrial	\$ 40.11	0.0537	5.780
31	EP3PX	*Primary Industrial	\$ 48.18	0.0537	5.780
41	EL3PX	Large Industrial	\$ 12,910.29	0.0440	5.480
51	ESTREET	Street Lights	\$ 4.97		
51	ESECURE	Security Lights	\$ 9.05		
	EREMOTE	Remote Read Device			
	BELN	No Meter Access			
	FIBER	Fiber			

## City Sewer and Garbage Rates

Sewer Rate Types	Code	Base Rate	Use	Rate	Per
Residential	SR01	\$ 41.65	Unlimited	\$ -	
Interdepartmental	SC07	\$ 41.65	Unlimited	\$ 41.65	EDU
Small Commercial	SC20	\$ 41.65	Unlimited	\$ 41.65	EDU
Commercial	SC21	\$ 41.65	Unlimited	\$ 41.65	EDU
Industrial	SI31	\$ 41.65	Unlimited	\$ 41.65	EDU

City Garbage	BASE FEE (Non Refundable)		Notes
	City Garbage- User Rates and Charges	\$12.55 / month	

## City Water Utility Rates

Water Type	Code	Base Rate	Use in Cubic Ft.	Overage Rate	Per
RESIDENTIAL (Minimum)	WOFF01	\$ 50.40	OFF @ CURB		
<b>Metered</b>		\$ -			
RESIDENTIAL <1" to 1"	WR101	\$ 59.45	0-1300	0.022758509	Cubic Foot
		\$ -		0	
RESIDENTIAL 1.5"	WR1.501	\$ 108.25	0-1300	0.022758509	Cubic Foot
FIRE LINES	WFL	\$ -	FIRE ONLY	13.2424628	Inch
CHECK METERS	WCH	\$ 62.34		0	
COMMERCIAL < 1"	WC1	\$ 62.34	0-200	0.023863802	Cubic Foot
COMMERCIAL 1"	WC1	\$ 62.34	0-200	0.023863802	Cubic Foot
COMMERCIAL 1.5	WC1.5	\$ 151.21	0-200	0.023863802	Cubic Foot
COMMERCIAL 2"	WC2	\$ 195.63	0-200	0.023863802	Cubic Foot
COMMERCIAL 3"	WC3	\$ 252.93	0-200	0.023863802	Cubic Foot
COMMERCIAL 4"	WC4	\$ 497.82	0-200	0.023863802	Cubic Foot
INDUSTRIAL < 1"	WI1	\$ 62.34	0-200	0.023863802	Cubic Foot
INDUSTRIAL 1.5"	WI1.5	\$ 151.21	0-200	0.023863802	Cubic Foot
INDUSTRIAL 2"	WI2	\$ 195.63	0-200	0.023863802	Cubic Foot
INDUSTRIAL 3"	WI3	\$ 252.93	0-200	0.023863802	Cubic Foot
UNUSED SERVICE	WOFF	\$ 50.40			
NON-METERED <1"	WN1	\$ 100.60	UNLIMITED		
NON-METERED 1"	WN 1	\$ 100.60	UNLIMITED		
Commercial rate code plus MD for Multi-dwelling Units		\$84.44 plus \$19.53 per unit	0-1800	0.023863802	Cubic Foot
Bulk Water Rate		\$108	0-35,000 gallons		

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

## Building Valuation Data – February 2010

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

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

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

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

### Building Valuation

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

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

### Permit Fee Multiplier

Determine the Permit Fee Multiplier:

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

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

### Example

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

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

### Permit Fee

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

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

### Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.

2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

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

## Important Points

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

### Square Foot Construction Costs <sup>a, b, c, d</sup>

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

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

**EXTRACTED FROM 1997 UNIFORM BUILDING CODE**

**TABLE NO. 1-A – BUILDING PERMIT FEES**

<b>TOTAL VALUATION</b>	<b>FEE</b>
\$1.00 to \$500	\$23.00
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof

**Other Inspections and Fees:**

1. Inspections outside of normal business hours ..... \$47.00 per hour\*
2. Reinspection fees assessed under provisions of Section 305.8 ..... \$47.00 per hour\*
3. Inspections for which no fee is specifically indicated ..... \$47.00 per hour\* (minimum charge – one-half hour)
4. Additional plan review required by changes, additions or revisions to plans ..... \$47.00 per hour\*
5. For use of outside consultants for plan checking and inspections, or both ..... Actual costs \*\*

\* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead costs.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

TO: Mayor and City Council  
FROM: Mike Klaus, City Engineer  
DATE: October 28, 2022  
RE: **Water and Sewer – Highway 95 Crossings**

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In the next phase of the Highway 95 project, ITD's contractor will complete the planned roadway improvements between Labrosse Hill road and Eisenhower Street in 2023. City staff believes there will future interest in water and sewer utilities between the current city limits and Labrosse Hill road. For that reason, staff is looking at the feasibility of installing water and sewer main crossings across the highway during construction of the next phase.

HMH Engineering is the design firm for the ITD project and has most of the information necessary to determine the feasibility of installing water and sewer crossings. At staff's request, HMH Engineering has provide the attached agreement for professional services to complete two tasks. The first task would be to determine the feasibility of installing water and sewer crossings given the constraints of the current highway design. The second task would be for engineering design of the crossings, if the first task shows that it is feasible.

Below is a summary of the cost estimate for the two items found in Exhibit B of the attachment:

Feasibility Study: \$3,000  
Budget Engineering: \$3,500  
Total Budget Cost: \$6,500

If the first task shows that the crossings are not feasible, HMH will not complete the second task. Staff recommends approval of the attached agreement for professional services from HMH Engineering for \$6,500.

Thank you,

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

Mike



## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2022, between HMH, LLC, an Idaho limited liability company (“HMH”), and City of Bonners Ferry (“CLIENT”).

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

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

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

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

- Review feasibility for sewer and water crossings of US-95, preparing plans if feasible, described in the Scope of Work (Exhibit B).

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

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

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

- i. Bidding documents.
- ii. Construction advertisement.
- iii. Construction observation.
- iv. Special Provisions

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

- i. City will negotiate with US-95 contractor to perform work.
- ii. QLPE Process

c. Course of Construction. If the Scope of Engagement does not include construction phase services for this project, Client acknowledges that it assumes all

responsibility for interpretation of the project documents and for construction observation and waives any claim against HMH in connection with same.

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

HMH shall perform the services in exchange for time and materials fee of \$6,500.

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Member

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

### TERMS AND CONDITIONS

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

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

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

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

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

Client's agreement to do so.

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

6. Standard of Performance; Disclaimer of Warranties.

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

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

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

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

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

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

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

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

12. Allocation of Risk.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

n.

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

**EXHIBIT B**  
**CITY OF BONNERS FERRY**  
**US-95 Sewer Crossing**

**SCOPE OF WORK**

**Project Description**

HMH will first perform a feasibility analysis for a sewer crossing of US-95 at approximate station 489+00, and sewer and water crossing of US-95 at approximate station 484+50 of current ITD project KN 19916 Bonners Stage 2. The project will be developed using Survey information from ITD KN 19916 Bonners Stage 2. Supplemental survey is not included or anticipated.

Given each of these US-95 crossings are feasible, HMH will prepare plans for the crossings, and DEQ submittal QLPE. The City of Bonners Ferry will coordinate the construction of the crossings with the current US-95 contractor for project KN 19916.

**Project Schedule**

The city would like to begin this work in the early spring.

**COST ESTIMATE**

**Cost**

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

Feasibility Study:	\$3,000
Budget Engineering:	<u>\$3,500</u>
Total Budget Cost =	\$6,500

**EXHIBIT C**  
**CITY OF BONNERS FERRY**  
**US-95 Sewer Crossing**

**RATE SCHEDULE**

<u>Staff Classification</u>	<u>Hourly Rate</u>
Project Engineer (PE)	\$101.52
Project Manager (PE)	\$152.41

CITY OF BONNERS FERRY, BOUNDARY COUNTY, IDAHO

# A PLAT OF:

## BOURASSA SUBDIVISION

In the SE 1/4 SE 1/4 SW 1/4 OF Section 22 Twp. 62 N., R. 1E., B.M.  
For: David Scott Bourassa

### OWNER'S CERTIFICATE

I, David Scott Bourassa, do hereby certify that sole and single have caused to be surveyed, subdivided and platted into lots as shown by the plat hereto annexed, the following described land within the city of Bonners Ferry in Boundary County, Idaho to wit:

A tract of land within the city of Bonners Ferry, Boundary County Idaho, lying in the SE 1/4 SE 1/4 SW 1/4 of Section 22, Twp. 62 N., R. 1E., B.M., currently recorded in Personal Record Deed 281455, containing Lots 1 and 2 for a total area of 20,467 square feet more or less, less the dedication of right-of-way, and more particularly described as follows:

Beginning at a 5/8 inch dia. rebar capped PLS 7877, which bears N16°32'20"W 552.42 feet from a RR Spike marking the S 1/4 Corner of Section 22 Twp. 62N., R. 1E., B.M., thence, from the true point of beginning, N0°50'42"E a total distance of 132.08 feet to a 5/8 inch dia. rebar capped PLS 7877; thence, N89°24'39"W a total distance of 155.00 feet to a bare 5/8 inch dia. rebar, thence, S0°50'42"W 132.00 feet to a computed point; thence, S89°22'37"E a total distance of 155.00 feet to the true point of beginning.

The aforesubscribed Bourassa Subdivision contains Lot 1 and Lot 2 with their respective acreage for a total area of 18,488 square feet more or less and is subject to and together with all appurtenant easements of record and the 15-foot wide public right-of-way dedication to the City of Bonners Ferry as shown hereon.

The 15-foot strip of land as shown hereon is hereby dedicated to the City of Bonners Ferry for public right-of-way purposes.

Dated this 24<sup>th</sup> day of October, 2022

David Scott Bourassa  
David Scott Bourassa

STATE OF IDAHO  
County of Boundary

On this 24<sup>th</sup> day of October, 2022 before me, a Notary Public in and for the State of Idaho, David Scott Bourassa, personally appeared known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Sharlene Delaney 10-13-2027  
Notary Public My Commission Expires



### PANHANDLE HEALTH DISTRICT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Engineer (QLE) representing (City of Bonners Ferry) and the OLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Water and sewer line have been completed and services certified as available. Sanitary restriction may be reimposed, in accordance with Section 50-1326, Idaho Code, by issuance of a certificate of disapproval.

Date: 10/24/22 Health Department Signature: Janell Bennett

### CERTIFICATE OF SURVEYOR

STATE OF IDAHO  
County of Boundary

I, Kenneth E. Davis, Idaho Land Surveyor No. 39805, do hereby certify that the plat heron is a true and correct copy of a survey made by me or under my direct supervision in conformity with the laws of the State of Idaho (Idaho Code 31-2709 and Idaho Code 55-1905 through 1906) and accepted methods and procedures of surveying.

Dated this 24<sup>th</sup> day of October, 2022  
Kenneth E. Davis  
Kenneth E. Davis, Idaho Land Surveyor No. 39805



### WATER AND SEWER CERTIFICATION

All lots within the Bourassa Subdivision are within the service areas provided by the City of Bonners Ferry Water and Sewer Department. Installation of water and sewer connections shall be the responsibility of the lot owner.

### CITY COUNCIL APPROVAL

The City Council does accept the land as offered hereon, for the right-of-way dedication and does authorize the mayor to sign the same to be recorded with the Boundary County Recorder's Office.

Mayor, City of Bonners Ferry \_\_\_\_\_ Clerk, City of Bonners Ferry \_\_\_\_\_

### COUNTY SURVEYOR CERTIFICATE

I hereby certify that I have examined the plat of the "Bourassa Subdivision" and determined that it complies with applicable State of Idaho and City Code regarding plats and subdivision regulations.

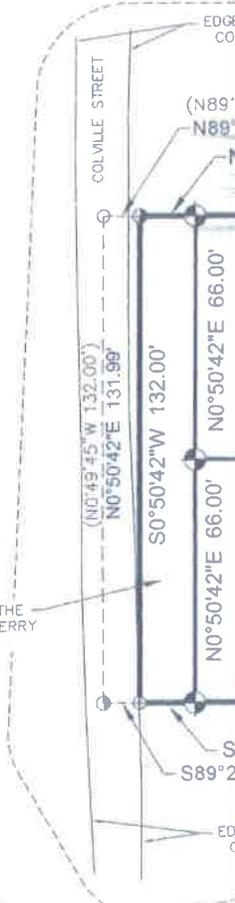
Dated this 24<sup>th</sup> day of October, 2022  
Stewart R. Mayer  
Acting Boundary County Surveyor

BOUNDARY COUNTY, IDAHO  
COUNTY RECORDER

Filed at the request of Davis Surveying Inc. at \_\_\_\_\_ o'clock \_\_\_\_\_ m. and duly recorded in Book \_\_\_\_\_

County Clerk and Recorder

<b>DAVIS SURVEYING INC.</b>	
TROY, MOHTANA	
DATE: 6/10/22	REV: 10/12/2022
DRAWN BY: SM	
Land Projects 2022	
FILE: 16201223b-final.dwg	



# POLICY IV.D

## ELECTRIC SERVICE STANDARDS

### A. GENERAL REQUIREMENTS

1. Shall be as shown in the New Electric Service Handbook, current edition with the exceptions identified in B.
2. Handbooks will be available at City Hall for customer use and purchase and will be provided to electricians doing regular work in our service area at no cost.

### B. CITY OF BONNERS FERRY SPECIAL REQUIREMENTS

1. Two- and one-half inch electrical grade conduit is standard for 200 Amp Single phase service.
2. Services of 200 amps or less will be direct metered.
  - a) All commercial services over 200amps will be indirect metered (CT metered). i.e. no class 320 services.
  - b) Class 320 services can be provided for Residential services over 200amps
3. All terminations in the meter base are made by the customer's electrician/ customer.
4. All services not on a building structure ~~must~~ shall be installed on metallic support.
5. All services ~~must~~ shall have the meter external to the structure and have an external main disconnect(s).
  - a) When the services are 600 Amps or larger, there is a dedicated pad-mount transformer installed, ~~and the customer pays for an integral disconnect switch inside of the pad-mount transformer~~, the City, at its discretion may waive the requirement for an external main disconnect.
6. All commercial services ~~must~~ shall have bypass capability.
7. The meter base height for all building mounted and pole mounted meters shall be between 48" and 72" to the center of the meter.
8. Temporary meter bases shall be converted to permanent bases within twelve months.
9. Services installed but no meter installed shall be retired after twelve months.
10. Upgrades shall have a state permit and inspection.