

### **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**

Bonnors 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 January 3, 2023 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 December 20, 2022 and December 23, 2023 Council meeting minutes

### **NEW BUSINESS**

4. **Sewer**– Consider signing Amendment agreement with Strong Capital to relocate Lift Station #5 (attachment) {action item}
5. **Streets**- Consider Resolution to adopt updated transportation plan, prepared by Century West Engineering. (attachment) {action item}.
6. **City**- Consider contract with SCREE, LLC (Landon Otis) for website management and website design upgrades. (attachment) {action item}.
7. **Executive Session** - Executive Session pursuant to Idaho Code 74-206, subsection 1 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement,

And 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**

**MINUTES  
CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
December 20, 2022**

Mayor Dick Staples called the Council meeting of December 20, 2022, to order at 6:00 pm. Present for the meeting were: Council Members Brion Poston, Valerie Thompson, Rick Alonzo and Ron Smith. Also present were: City Attorney Andrakay Pluid, City Engineer Mike Klaus, City Administrator Lisa Ailport, Clerk/Treasurer Christine McNair, Police Chief Brian Zimmerman. Members of the public present included: David Clark

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

**REPORTS**

City Administrator: City Administrator, Lisa Ailport wanted to publicly thank the county commissioners for approving the expenditure of funds of \$80,000 to operate the pool for the 2023 season. She will work with the city attorney to prepare a MOU with the county that will come back to the council in a special meeting scheduled for Friday, December 23, 2023.

Urban Renewal District- City Administrator, Lisa Ailport stated that the URA, which met on Monday, December 19, 2023 received the expected increment revenue from the county treasurer and it looks to be around \$8,000.00 less than the previous year. It is her opinion that this is due to the continual shift of property values from commercial to residential, that this is the reason for the downward turn on the budget. The implication of the loss revenue means that the city may not receive its \$20,000.00 contribution from the agency this year and that the agency board will continue the discussion when they meet in February.

**CONSENT AGENDA – {action item}**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the December 6, 2022 Council meeting minutes
4. Treasurer's Report
5. **City** – Consider authorizing the Mayor to sign the communication renewal agreement with the Idaho Military Division for use of the City tower (attachment)
6. **Electric** – Consider authorizing the Mayor to sign the revised Owners Dam Safety Program document

Ron Smith moved to approve the consent agenda.

<b>Result:</b>	Approve
<b>Moved by:</b>	Ron Smith
<b>Seconded by</b>	Rick Alonzo
<b>Voted Yes</b>	Brion Poston, Val Thompson, Rick Alonzo, Ron Smith
<b>Voted No</b>	
<b>Absent</b>	

**NEW BUSINESS**

7. **Electric** – Consider authorizing the Mayor to sign change orders for Unit 1 Overhaul (attachment) {action item}

City Engineer, Mike Klaus noted that there were not any changes for Unit 1 at this time and therefore requested the matter be tabled until a future meeting. Mike then followed up with an update on the unit, noting that Riverside had been out and removed the necessary equipment to be taken and serviced. He anticipates that there may be savings in the cleaning process, but possibly overages in other areas that expects to come back to council for price adjustments. He expects those numbers will be available to discussion in front of Council in late January. With the noted issues with the generator, he expects that a special council meeting may be in order to consider price adjustments, so that the unit can be fixed and returned within the 60 day window that Riverside has within the contract.

8. **Electric** – Consider authorizing the Mayor to sign the contract with Schweitzer Engineering Laboratories for the Moyie Hydro Controls upgrades (attachment) {action item}

City Engineer, Mike Klaus introduced the project to council, noting that the sole source procurement that had taken place allowed for Schweitzer Engineering laboratories (SEL) to be able to supply the city with a quote to do the work of replacing the hydro controls at the Moyie Dam. The funding for this project will come from revenues from the electric utility, BPA reserve funds coming back to the city and a grant from the Idaho office of Energy and Mineral Resources. With the sources of money identified, staff feels that there is sufficient money to complete this project.

Prior to the motion, City Engineer, Mike Klaus noted that projects of this nature have typically gone over budget and that he expects a project of this nature to also go over budget. He will keep the council apprised of the project status and financials as the project proceeds.

Councilwoman, Val Thompson asked about the amount of money being returned to the city by BPA. City Engineer, Mike Klaus responded that at the most it would be \$352,000.00, refunded to the city over the next 10 months.

Moved to sign the contract with Schweitzer Engineering Laboratories for the Moyie Hydro Controls upgrade, in the amount of \$455,519.00 and authorize the Mayor to sign the contract.

<b>Result:</b>	Approve
<b>Moved by:</b>	Val Thompson
<b>Seconded by</b>	Brion Poston
<b>Voted Yes</b>	Brion Poston, Val Thompson, Rick Alonzo, Ron Smith
<b>Voted No</b>	
<b>Absent</b>	

9. **Executive Session** - Executive Session pursuant to Idaho Code 74-206, subsection 1 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement {action item}

Rick made a motion to enter executive session, pursuant to Idaho Code 74-206, subsection 1(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

<b>Result:</b>	Approve
<b>Moved by:</b>	Rick Alonzo
<b>Seconded by</b>	Ron Smith
<b>Voted Yes</b>	Brion Poston, Val Thompson, Rick Alonzo, Ron Smith
<b>Voted No</b>	
<b>Absent</b>	

Council entered executive session at 6:19 pm. At 7:10 they exited the executive session, noting that no decision were made.

The meeting was then adjourned at the same time.

**MINUTES  
SPECIAL CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
December 23, 2022  
11:00 am**

Mayor Dick Staples called the Council meeting of December 23, 2022, to order at 11:02 pm. Present for the meeting were: Council Members Brion Poston, Rick Alonzo and Ron Smith. Councilwoman, Valerie Thompson was present on Zoom. Also present were: City Attorney Andrakay Pluid, City Administrator Lisa Ailport, Clerk/Treasurer Christine McNair.

The Mayor requested the council to hold the executive session first, before addressing the other items on the agenda.

1. Councilman, Rick Alonzo made the motion to enter into 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}

<b>Result:</b>	Approve
<b>Moved by:</b>	Ron Smith
<b>Seconded by</b>	Rick Alonzo
<b>Voted Yes</b>	Brion Poston, Val Thompson, Rick Alonzo, Ron Smith
<b>Voted No</b>	
<b>Absent</b>	

Council entered executive session at 11:00 and existed at 12:02. Once out, the mayor noted no decision were made.

2. **City** – Consider authorizing the Mayor to sign the Memorandum of Understanding with Boundary County for funds to operate the City Pool for Fiscal Year 2023 (attachment) {action item}

City Administrator, Lisa Ailport asked if there were any questions relating to the MOU that was submitted to council in the council packet. The Mayor requested that a thank you card be sent to the Board for their generosity.

Councilman Rick Alonzo made a motion to authorize the mayor to sign the memorandum of understanding with boundary county for funds to operate the city pool for fiscal year 2023.

<b>Result:</b>	Approve
<b>Moved by:</b>	Rick Alonzo
<b>Seconded by</b>	Brion Poston
<b>Voted Yes</b>	Brion Poston, Val Thompson, Rick Alonzo, Ron Smith
<b>Voted No</b>	
<b>Absent</b>	

3. **City**- Discuss and consider engaging a consultant to perform audit preparation for Fiscal Year 2021 and Fiscal Year 2022 audits.

Mayor, Dick Staples discussed that he spoke with Leonard Schulte about assisting the city with our audit preparation needs. Leonard mentioned that after the new year, that he should have about three weeks to assist the city in preparations of the city records for audit purposes. The fee for his service would be \$140.00/hour.

Councilwoman, Val Thompson, made a motion to retain Leonard Schulte to assist the city in with our accounting at the rate of \$140.00 per hour for the upcoming audit.

<b>Result:</b>	Approve
<b>Moved by:</b>	Val Thompson
<b>Seconded by</b>	Brion Poston
<b>Voted Yes</b>	Brion Poston, Val Thompson, Rick Alonzo, Ron Smith
<b>Voted No</b>	
<b>Absent</b>	

4. **City –** Consider the proposal and authorize the Mayor to sign the engagement letters for Fiscal Year 2021 and Fiscal Year 2022 audits with Condie, Stoker & Brown (attachment) {action item}.

Clerk/Treasurer, Christine McNair commented that there was another auditor that was supposed to get back to the her regarding their interest in completing the audit. She couldn't recall their name, but remembered they were from Spokane and did the city of Moyie's audit.

Councilman Alonzo, asked how long it would take for them to get a proposal. Christine responded that they thought they would have the proposal to us by next week sometime.

Councilman Poston asked how long they had done Moyie's audits and what the similarities of their bookkeeping and the city's bookkeeping. Christine thought they had been the city of Moyie's auditors for the past 1-2 years and wasn't sure about their bookkeeping practices. Christine mentioned that this firm also did other cities, such as the City of St. Maries.

City Counsel, Andrakay Pluid reminded council that there was an impending deadline of January 13 wherein the city had to have a letter to the state tax commission regarding our compliance with the state over the 2021 audit. She continued that the 2022 audit wasn't as much of a concern as the 2021 was.

The Mayor asked if there would be enough a time between the January 3<sup>rd</sup> council meeting and when the due date of the letter was. Councilwoman Thompson felt that if there was already discussion with the existing auditor, that we would stay with them for the next two fiscal years. Councilman Poston and Alonzo agreed with this as well.

Rick Alonzo made a motion that the city sign the engagement letter for fiscal year 2021 and 2022 audits with Condie, Stoker and Brown.

<b>Result:</b>	Approve
<b>Moved by:</b>	Rick Alonzo
<b>Seconded by</b>	Brion Poston
<b>Voted Yes</b>	Brion Poston, Val Thompson, Rick Alonzo, Ron Smith
<b>Voted No</b>	
<b>Absent</b>	

The Mayor adjourned the meeting at 12:10 pm.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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**TO:** Mayor and City Council

**FROM:** Mike Klaus, City Engineer

**DATE:** December 28, 2022

**RE:** Sewer Department – Strong Capital – Lift Station #5 Amendment Agreement

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The City has been working with Welch-Comer Engineers to negotiate an agreement with Strong Capital to move Lift Station #5. Strong Capital works on behalf of BNSF to create new utility agreements as well as amend current agreements, such as ours. Our agreement with BNSF was originally entered into by South Hill Water and Sewer in 1976 for the placement of Lift Station #5 and associated piping.

To move the lift station the City will need to sign the attached amendment to the original agreement. One issue that I need to convey is that the original agreement states that BNSF could terminate the license at any time and require the City to remove the station within 30 days. Since moving the station would realistically take about 18 months, City staff requested an amendment to that condition to allow enough time to relocate. Strong Capital responded that it did not have the authority to make that change to the agreement and that they have never made anyone move any infrastructure like this before, and likely never would.

I believe that to modify the agreement would take significant time and effort with BNSF/Strong Capital, and it may be wise to sign the amendment and continue to work with BNSF/Strong Capital to modify the agreement in the future. It may be worth the time and effort to also pursue purchase of property used by the City.

While this agreement is not ideal, I believe it may be the best option at this point.

Thank you,

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

Mike

## AMENDMENT AGREEMENT

**THIS AMENDMENT AGREEMENT** (this "**Amendment**") dated as of November 4, 2022 (the "**Effective Date**"), is made, entered into, executed and delivered by and between City of Bonners Ferry, whose address is PO Box 149 (hereinafter called "**Licensee**"); and Strong Capital VI, LLC, a Delaware limited liability company (hereinafter called "**Strong**" or "**Licensor**");

### RECITALS

WHEREAS, Licensee and Strong, or their respective predecessors-in-interest, entered into one or more agreement(s), each as amended or supplemented prior to the date hereof and as more fully description on **Exhibit A** attached hereto and made a part hereof (collectively, the "**Agreement**");

WHEREAS, Licensee certifies to Strong that Licensee is the lawful owner of the facilities referenced in the Agreement and, if Licensee is not the original licensee under the Agreement, that Licensee succeeded to all rights granted to, and obligations assumed by, the original licensee under the Agreement;

WHEREAS, the parties desire to amend the Agreement in connection with the execution and delivery of this Amendment in order to, among other things, modify, amend and supplement certain payment (including without limitation payment amounts and other certain payment terms) and other provisions.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration in hand paid and delivered, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by each of the parties, there parties do hereby agree as follows:

1. Administrative Processing Fee. Licensee shall pay to Strong an administrative processing fee in the amount of FIVE HUNDRED AND 0/100 DOLLARS (\$500.00) upon the execution and delivery of this Amendment by check or wire transfer of immediately available funds.

2. Certain Amendments to Agreement. The Agreement is hereby amended to include the following provision(s):

The sections indicated in the "License Fee Section(s)" column of **Exhibit A** shall be deleted in their entirety and replaced with the following:

(a). As partial consideration for the permission herein given, Licensee shall pay to Strong, as an annual license fee, the sum stated in the "Annual License Fee Amount" column of **Exhibit A**, payable annually in advance and subject to annual adjustment. Acceptance by Strong (or any successor in interest) of the license fee in advance shall not be construed as a waiver by Strong (or any successors in interest) of its right to terminate the Agreement.

(b). CPI Factor Adjustment. The annual license fee amount shall automatically and without notice to Licensee, be adjusted, upwards only, on each anniversary of the Effective Date of this Amendment by the CPI Factor as indicated on the Consumer Price Index, Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100) (the "**Consumer Price Index**"), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor or substitute index published as a replacement for the Index by any United States Governmental

agency, or by a minimum of three percent (3%). The “**CPI Factor**” is the percentage of adjustment stated in the Consumer Price Index (indicated in the previous sentence) established during the last available twelve-month period immediately preceding each anniversary of the Effective Date of this Amendment, adjusted to the nearest one-tenth of one percent. If the Consumer Price Index has changed so that the base year differs from that used in this paragraph, the Consumer Price Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics to the 1982-84 base. If the Consumer Price Index is discontinued or revised during the term of the Agreement, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if Consumer Price Index had not been discontinued or revised.

(c). **Late Fees and Interest.** In the event Licensee fails to pay the license fee on or before the due date, Licensee shall pay a late charge equal to five percent (5%) of the unpaid amount. After thirty (30) days, all amounts due hereunder shall bear interest from the date when due until paid at a rate of eighteen percent (18%) per annum. Such interest shall be governed by the laws of Texas, without regard to conflicts of law principles, and in no event will interest exceed the maximum amount permitted by such laws.

3. **Amendment to Facilities Description.** The facilities description located in the Agreement is hereby amended to update the facilities description therein together with any associated diagrams or drawings with the following, as more fully shown on the drawing labeled Exhibit B attached hereto and made a part hereof:

Facilities will include:

- 1) The existing sewer line not to exceed six (6) inches in diameter
- 2) The existing sewer line not to exceed eight (8) inches in diameter
- 3) The existing manhole
- 4) Replacement of lift station with a new lift station in same area per Exhibit B
- 5) Additional manhole per Exhibit B

4. **Full Force and Effect; Entire Agreement; Amendment.** Except as otherwise expressly provided in this Amendment, all other terms, conditions and provision of the Agreement remain in full force and effect without amendment or modification. In the event of any conflict, inconsistency or incongruity between any provision of this Amendment and any provision of the Agreement, the provisions of this Amendment shall govern and control. This Amendment embodies the entire agreement among the parties relating to the subject matter hereof and may be amended only by an instrument in writing executed by an authorized officer of each party hereto. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only in writing and signed by the party waiving such condition(s) or obligation(s).

5. **Severability.** If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

6. **Interpretation.** Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms “successors and assigns” shall include the heirs, administrators, executors, successors, and assigns,



as applicable, of any party hereto. For purposes of construction, this Amendment will be deemed to have been drafted by all parties hereto. This Amendment shall be binding and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that Licensee shall not assign the Agreement or this Amendment without the prior written consent of Licenser (or any successors in interest).

7. Acknowledgements. The Licensee hereby acknowledges the title in and to the Agreement premises to be good and agrees never to assail or resist said title. The execution of this Amendment shall be deemed Licensee's agreement that it has had an adequate opportunity to make such legal, factual and other inspections, inquiries and investigations as it deems necessary, desirable or appropriate with respect to the Agreement premises. Except as otherwise expressly set forth in this Amendment and the documents or instruments executed in connection herewith, Licensee shall not be entitled to and shall not rely upon Strong's or Strong's agents with regard to, and Strong will not make any representation or warranty with respect to the legal status of the Agreement premises, the condition of title to the Agreement premises or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction, or any other matter affecting the Agreement premises.

*[Signature page follows]*

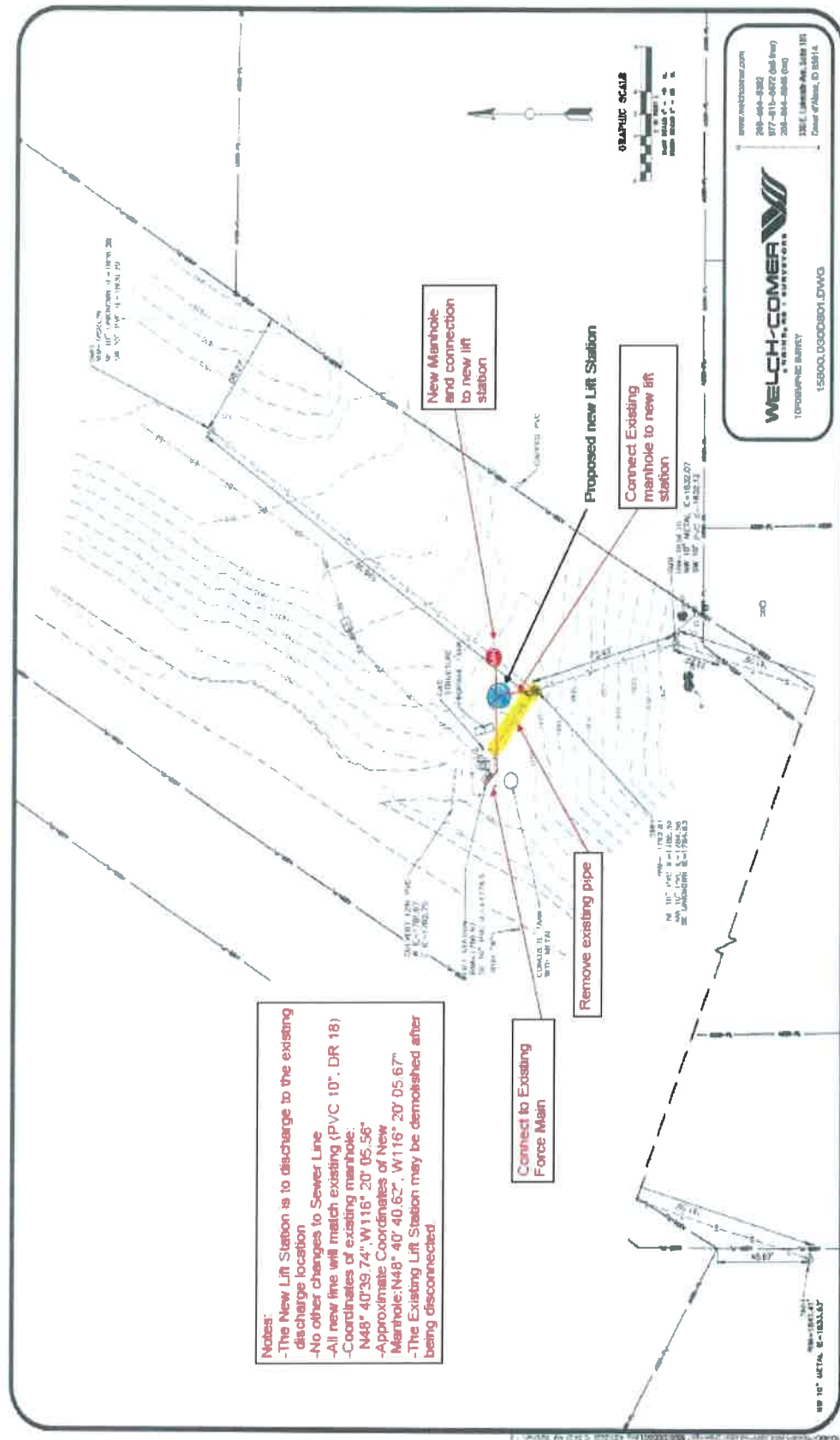


# **EXHIBIT A**

Agreements between Strong Capital VI, LLC and City of Bonners Ferry:

License No.	Audit No.	Folder No.	Location City	Location County	Location State	Annual License Fee Section(s)	Annual License Fee Amount	Facility Description
301784	40221312	301784	BONNERS FERRY	BOUNDARY	ID	Section 1	\$739.16	6" sewer pipeline 8" sewer pipeline 2 manholes 1 lift station

# EXHIBIT B



# Original Agreement

THIS AGREEMENT, made this 1st day of April, 1976, between  
BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter called "Railroad," and SOUTH HILL WATER &  
SEWER DISTRICT,  
whose post office address is Route 1, Box 412, Bonners Ferry, Idaho 83815,  
hereinafter called "Permittee."

WITNESSETH:

Railroad, for and in consideration of the fee herein provided to be paid to it by Permittee and of the covenants and promises hereinafter made to be observed and performed by Permittee, does hereby grant to Permittee license and permission to excavate for, construct, maintain and operate a 6-inch sewer force main, an 8-inch sewer pipe, and a lift station,

hereinafter referred to as the "facility," upon, along or across the right of way of Railroad, underneath the surface thereof, and under the tracks of its railroad, as the case may be, at or near Bonners Ferry Station, in the County of Boundary, State of Idaho, to be located as follows, to-wit:

6-inch sewer force main crossing at survey station 4261 plus 41

as shown colored red on the plat hereto attached, marked  
Exhibit "A", dated March 9, 1976, and by this reference thereto made a part hereof.

Permittee in consideration of such license and permission hereby covenants and promises as follows:

1. Permittee will pay in advance to Railroad for this permit the sum of One Hundred Fifty Dollars (\$150.00) for the first five year period and One Hundred Dollars (\$100.00) for each subsequent five years that this agreement remains in effect, also all taxes and assessments that may be levied or assessed against said facility. Railroad reserves the right to change the said charge at any time while this permit remains in effect upon thirty (30) days' written notice. This provision for payment shall in no way restrict Railroad's right of termination under Paragraph 9 hereof.
2. Permittee, at Permittee's sole cost and expense, shall excavate for, construct, reconstruct, maintain and repair the facility placing the same in accordance with the specifications provided in application dated February 4, 1976 heretofore approved by the Railroad's Regional Manager Engineering.

Permittee shall fill in the excavation, and restore the surface of the ground to its previous condition subject to the approval of the Superintendent of the Division of Railroad upon which the facility is located. Said Superintendent shall have

the right at any time when in his judgment it becomes necessary or advisable, to require any material used in the work to be replaced with like material or with material of a more permanent character; also to require additional work or change of location of said facility as a matter of safety, or of appearance, or on account of additional tracks being laid, change of grade thereof, construction of a building, or for any other reason whether or not connected with the operation, maintenance, or improvement of the railway of Railroad, all of which shall be done at the expense of Permittee in the manner herein provided.

3. Permittee shall give to the said Superintendent at least two (2) days' advance notice of any work to be done by Permittee in the excavation, construction, any reconstruction, maintenance, repair, change of location or removal of the facility, and shall conduct such work in such manner as not to interfere with the maintenance and operation of the railway of Railroad.

4. In the event that Railroad, at the request of Permittee or any agent or contractor of Permittee, or for the protection of its property and operations, does any work, furnishes any material or flagging service, or incurs any expense whatsoever on account of the excavation for, construction, any reconstruction, maintenance, repair, change of location, removal of the facility or otherwise, Permittee shall reimburse Railroad for the cost thereof within twenty (20) days after bills are rendered therefor. If the excavation for construction, any reconstruction, maintenance, repair, change of location, or removal of the facility, requires any or all of the following work: removal and replacement of track, bridging, protection of track or other railway facilities by work or flagging, engineering and/or supervision, such work is to be performed by Railroad employees and the cost borne by Permittee.

5. In the event any cathodic electrolysis or other electrical grounding system is installed in connection with the facility which, in the opinion of Railroad, in any way interferes with any train signals, telephone or telegraph lines, or other facilities of Railroad, Permittee upon being informed by Railroad of such interference shall forthwith discontinue operation of and remove said grounding system, or take such steps as may be necessary to avoid and eliminate all such interference. Permittee further agrees to indemnify and save harmless Railroad from and against any damages, claims, losses, suits or expenses in any manner arising from or growing out of interference with the signals, telephone or telegraph lines of Railroad by the operation, use or existence of any such grounding system.

6. Permittee shall and hereby releases and discharges Railroad of and from any and all liability for damage to or destruction of the said facility, and any other property of Permittee located on or near Railroad's premises; and shall and hereby assumes any and all liability for injury to or death of any and all persons whomsoever, including officers, employees and agents of the parties hereto, or loss of or damage to property to whomsoever belonging, including property owned by, leased to or in the care, custody and control of the parties hereto, in any manner arising from or during the construction, any reconstruction, use, maintenance, repair or removal of said facility, however such injury, death, loss, damage or destruction aforesaid may occur or be caused; and shall and hereby does indemnify and save harmless Railroad of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising or growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid. Permittee further agrees to appear and defend in the name of Railroad any suits or actions at law brought against it on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against the Railroad in any such suit or action. The liability assumed by Permittee herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against Railroad may arise out of negligence of Railroad, its officers, agents, servants or employees, or be contributed to by such negligence.

7. Permittee shall not transfer or assign this permit without the written consent of Railroad.

8. Nothing herein contained shall imply or import a covenant on the part of Railroad for quiet enjoyment.

9. It is expressly understood and agreed that Railroad may at any time cancel and terminate this license and permission by giving to Permittee thirty (30) days' notice in writing of its intention to cancel the same and at the expiration of such notice this license and permission shall terminate. Upon receipt of such notice and before the expiration thereof, Permittee, under the supervision and direction of the said Superintendent, or his authorized representative, shall remove the facility from the right of way of Railroad and restore the right of way and premises of Railroad in a manner and to such condition as shall be satisfactory to the said Superintendent of Railroad. If Permittee shall fail to remove the facility and restore the said right of way to such condition within said thirty (30) day period, Railroad at its option may remove the same and restore the said right of way to its previous condition, and Permittee shall pay the cost and expense thereof to Railroad.

10. Upon any failure of Permittee punctually and strictly to observe and perform the covenants and promises made herein by Permittee to be kept and performed, Railroad may terminate this agreement on ten (10) days' notice to Permittee, remove the facility, and restore the right of way to its previous condition at the cost and expense of Permittee.

11. Any notices given under the provisions of this agreement shall be good if deposited postpaid in a United States post office addressed to Permittee at Permittee's post office address above stated or as otherwise directed by Permittee.

12. The license and permission herein granted is subject to permits, leases and licenses, if any, heretofore granted by Railroad affecting the premises upon which said facility is located.

13. Permittee shall, at its own sole cost and expense, obtain and furnish to Railroad a policy of Public Liability and Property Damage Insurance as set out in Addendum attached hereto and made a part hereof.

Subject to the foregoing provisions, this agreement and all of the covenants and promises thereof, shall inure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Railroad and Permittee have executed this agreement the day and year first above written.

In Presence of:

\_\_\_\_\_

BURLINGTON NORTHERN INC.

J. J. Dally

By

A. W. Froul

General Manager - Leases

Warren B. Brown

SOUTH HILL WATER & SEWER DISTRICT

Michael J. Woodward

By

Oliver J. Hargy

Title

President





# 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:** December 29, 2022  
**RE:** Resolution \_\_\_\_\_ to update city wide transportation plan

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The attached document is a culmination of the past 12 months or so of work by city staff to bring our 2018 transportation plan to a more updated state. The original plan, which was produced by JUB, was completed in 2018 and adopted in 2019. While the plan has been adopted, it has also been used to apply for LHTAC transportation grants, including the two Local Rural Highway Improvements grants, totaling \$200,000.00. Many of the state or federal grant applications require that we have a transportation plan, and many require that the plan have been updated within the last 3 years. The completion of this plan update makes our plan compliant with this statement for the next three years. In fact, the city relied on this for our application to LHTAC for \$100,000.00 to cover our street maintenance program for the next two years.

The plan was paid for by using our surplus eliminator funds from last year's reimbursements from the state. The total cost to complete the update was \$16,000.00 and the total received from the state's surplus eliminator funds was \$30,875.00.

With the adoption of the attached resolution, the council affirms the plan as an amendment to our existing transportation plan.

## **STAFF RECOMMENDATION:**

Staff recommends approving the resolution and adopting the plan as part of the city's transportation plan.

Please let me know if you have any questions.

**CITY OF BONNERS FERRY**  
**Resolution # \_\_\_\_\_**

**Adoption of 2023 Transportation Plan Update**

**WHEREAS,** The City of Bonners Ferry has long recognized the value of adopting and implementing a long-range Transportation Plan, and

**WHEREAS,** the 2019 Transportation Plan process included numerous public meetings, public surveys, community outreach, and numerous briefings and updates to the Technical Advisory Committee, City Staff and Community, and

**WHEREAS,** the 2023 updated plan seeks to amend and/or append certain portion of the 2019 plan, and

**WHEREAS,** The City of Bonners Ferry desires to develop, adopt and implement a comprehensive Transportation Plan to serve as a guideline to address local transportation needs.

**NOW THEREFORE,** Be it ordained by the Mayor and the Council of the City of Bonners Ferry, Idaho that we hereby adopt the attached Transportation Plan as part of our long range planning tools for the City (attached hereto):

This Resolution is hereby **ADOPTED** and made **EFFECTIVE** by the City of Bonners Ferry this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF BONNERS FERRY, IDAHO

BY: \_\_\_\_\_  
Mayor

Attest:

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

# City of Bonners Ferry Transportation Plan Update

## Transportation Plan Addendum 51009.005.01

December 2022



**Prepared for:**  
City of Bonners Ferry

**Prepared by:**  
Century West Engineering  
102 S. Euclid Ave., Suite 107  
Sandpoint, ID 83864

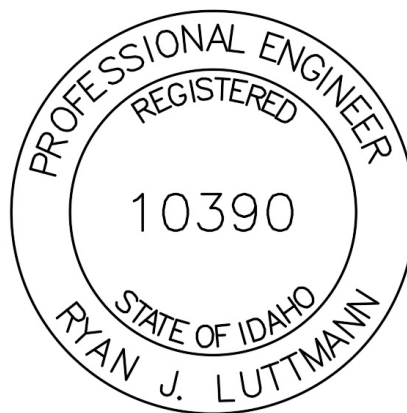


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## Introduction

This transportation plan update will serve as an addendum to the 2019 Transportation Plan and the 2019 Pedestrian and Bicycle Plan. The City of Bonners Ferry (City) has been active in planning efforts to develop a long-term transportation strategy and prioritization of proposed projects that support its vision for the community. The recent planning documents included public engagement tools, a review of the transportation system performance, and project selection and prioritization. The City has used the process to look at the current state of the transportation network, understand future transportation needs, and identify projects and funding opportunities to help shape the growth of the community. Several projects on the list have been completed or selected for grant funding and will be constructed in the future. This update does not repeat the public involvement or reassess land use and growth trends, but it does include updates to the crash data and safety analysis. City staff was directly involved with the review and prioritization of the 5-year Capital Improvement Plan (CIP) for unfunded projects that are included in this update.

The pavement management program update will serve as a guide for the City's annual budgeting and planning for pavement preservation. The update involved input from City staff, a review of the City's equipment and maintenance practices, and a consideration of current construction costs. The 3-year pavement management plan will help the City focus on the strategic use of anticipated City funding available for transportation maintenance projects and will help the City identify grant funding that could be used to advance unfunded priority maintenance projects.

## Crash Data and Analysis Update

The ITD crash data that is available on the Local Highway Technical Assistance Council (LHTAC) website includes the reported crashes for the years 2016 through 2020. This data was reviewed for the update of the crash data analysis. A total of 90 crash locations were reported within the City during the 5 years, with 68 of these locations being reported on the state system (US-95/Main Street) and 22 crash locations reported on the local system.

The majority of the crashes are reported on the state system with US-95 through the City. The Idaho Transportation Department has been constructing US-95 improvements along this corridor. As a result, no additional analysis of the crash data was reviewed for US-95 with this update. The City should continue to monitor crash data along this corridor for the next 5 years to see if any trends are observed following the improvements to this corridor.

Based on a review of the local system crash data, no trends were observed for the city streets. The 22 crash locations reviewed were reported on 16 streets within the City and no more than 2 crashes were reported on a single street. No fatal or serious injury (Type A) crashes were reported during this timeframe; however, a total of 2 moderate injuries (Type B) and 3 minor injuries (Type C) were reported on the local system during the 5 years. The remaining 17 crash locations reported property damage only. A summary of the 2016–2020 crash data is provided in the following table:

**SUMMARY OF CRASHES BY SEVERITY FOR CITY STREETS (2016–2020)**

City Street	Total Number of Crashes	Number of Fatal Crashes	Number of Injury A Crashes	Number of Injury B Crashes	Number of Injury C Crashes	Number of Property Damage Crashes
Lincoln St	2			1		1
Cody St	1			1		
Ash St	2				1	1
Bonner St	2				1	1
River Dr	1				1	
Chinook St	2					2
Kootenai St	2					2
Stephens St	2					2
Alderson Ln	1					1
Caribou St	1					1
Cow Creek Rd	1					1
First St	1					1
Kennedy St	1					1
Madison St	1					1
Oak St	1					1
Plaza St	1					1
<b>Totals</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>3</b>	<b>17</b>

LHTAC provides a Local Highway Safety Improvement Program to assist local highway jurisdictions with funding to help with eliminating fatal and serious injury crashes. The City is not currently eligible for this program as no fatal or serious injury crashes were reported in the 2016–2020 crash data. However, if a fatal or serious accident occurs within the local system, the City should coordinate with LHTAC to confirm eligibility and consider applying for the program funding. The Local Highway Safety Improvement Program is a federally funded program that requires a local match, not to exceed 7.34%.

## Capital Improvement Program Update

The 2019 Transportation Plan listed and ranked several projects on the CIP list. Since 2019, the City has successfully applied for, received funding, and/or completed each of the top-ranked projects identified for Federal, State, and Local Funding categories. These projects include:

- **Riverside Road (Federal Funding)** – The City applied for and received funding through the 2019 Idaho Federal Lands Access Program. The project will rebuild and widen the paved surface and include a widened shoulder on the river side of the road for bicycle and pedestrian use. The cross-section of the road will be similar to the Boundary County Riverside project and will improve service to all modes of users by completing a continuous corridor along Riverside Road. The project is currently in design and a construction year has not been formalized at this time.

- **Garden Lane Extension (State Funding)** – The City applied and received funding through the LHTAC FY20 and FY22 Local Rural Highway Investment Program (LHRIP). The two grant awards allowed the City to extend Garden Lane from Garden Court to Fry Street and widen the remainder of Garden Lane from 15 feet to 25 feet. A pedestrian facility was also added along this corridor from Alderson Lane to the school grounds. Both projects were constructed simultaneously and completed in 2021.
- **Selkirk Street (Local Funding)** – The City acquired right-of-way and installed water, sewer, and power in a new corridor that connected Solomon Street to Wilson Court. The project was constructed in 2020 and included the construction of a gravel roadway surface. The City Street Department performed the work to add a hard surface to the new Selkirk Street roadway connection by constructing a bituminous surface treatment along the corridor.



City staff participated in a workshop to review the remaining CIP project list of unfunded projects and the point values that were assigned in the 2019 Transportation Plan. A review of the 2016–2020 crash data did not warrant any changes to the current project point values assigned or adjustments to the priority ranking. No additional planning projects were identified as new additions to the list at this time. The remaining list of unfunded priority projects with proposed funding categories are:

<b><u>Project</u></b>	<b><u>Description</u></b>	<b><u>Total Points</u></b>
<b>Federal Funding</b>		
Cow Creek Road	Widening & Retaining Walls	26
Alderson/Paradise Valley	Intersection	23
Kaniksu/Caribou	Intersection	22
Kaniksu-Chinook, City limit to US-95	Reconstruction	15
<b>State Funding</b>		
US-95 Crosswalk with RRFBS	Crosswalk	26
Alderson to Lincoln	Potential Connection	12
<b>Local Funding</b>		
Alderson Extension to Tamarack	Potential Connection	33
Tamarack to Labrosse Hill	Potential Connection	33
Walker to McCall	Potential Connection	32
Comanche/US-95	Intersection	29
El Paso to Eaton Area	Potential Connection	28
Cody, north of US-95, to Van Buren	Widen for Bike/Ped	26
Loop Connection Around Elementary School	Potential Connection	24
Denver/El Paso Extension to Alderson	Potential Connection	24
Stephens, Cody to Augusta	New Ped Facility	24
Bauman to Kennedy	Potential Connection	23
Cody to Alderson	Potential Connection	23
McCall to US-95 - North Option	Potential Connection	23
Denver/El Paso Extension to Tannenbaum	Potential Connection	23
Fresno extension to Tyler	Potential Connection	22
McCall to US-95 - South Option	Potential Connection	21
Garden Lane Extension: Fry to US-95	Potential Connection	19



Several of the connection projects listed above appear to be in areas of potential development and City staff has discussed opportunities to provide right-of-way or construct roads that are consistent with the possible connections identified within the Transportation Plan. The City should continue to pursue opportunities to acquire right-of-way when future growth, annexation, and development are considered.

City staff identified the following existing roads that require reconstruction or rehabilitation that were not included in the 2019 Transportation Plan. These pavement maintenance projects require additional funding and paving work that would need to be performed by a contractor. These maintenance projects are:

- **Comanche Street (US-95 to Mohawk Street)** – the 2019 Pedestrian and Bicycle Plan identifies Comanche as the safest bicycle connection to Kaniksu Street on the North Hill and recommends closing vehicle access to Comanche from US-95 while maintaining bicycle access. The roadway surface has been damaged by roots from Jack pines along the roadway causing the paved surface to lift, crack and create an uneven surface that is not optimal for bicycle use. The road surface will need to be removed, the roots mitigated, and the roadway repaired.
- **Madison Street (Denver Street to Cody Street)** – roots from mature street trees have caused heaving damage to sidewalks, concrete curbs, and stormwater infrastructure. The roadway surface will need to be ground up, removed, and replaced with a new asphalt surface.
- **Ash Street (Plaza Street to Georgia Street)** – the sidewalk and parking along the south side of the road are showing signs of age and surface distress. The sidewalk and parking area will require a full replacement. Considerations for surface drainage will need to be considered with the rehabilitation project.
- **Bonner Street (Main Street to 1<sup>st</sup> Street)** – the concrete road surface is showing signs of cracking and settlement. The primary cause of the distress in the concrete slab pavement will need to be investigated to determine the appropriate extent and repair of the roadway section.

The 2019 Pedestrian and Bicycle Plan was reviewed at the workshop to develop a list of projects to be considered for implementation or funding applications within the next 3 to 5 years. The following projects from the Pedestrian and Bicycle Plan were reviewed with City staff:



<b>Pedestrian and Bicycle Project</b>	<b>Description</b>
Alderson crossing to Garden Lane Connection	Potential Connection
Chinook and US-95 - ramps and trail	Local Improvement
Arizona, Plaza, and Ash Intersection	Local Improvement
Cody - Jackson to Buchanan	New Ped Facility
Golden Street - clear and grade for bike/ped	Local Improvement
Add bike lanes on Arizona	Local Improvement
Add curb ramp on Arizona to Library	Local Improvement
Kaniksu sidewalks or shoulder improvement	New Bike or Ped Facility

The potential funding sources identified in the 2019 Transportation Plan were reviewed for applicability with the proposed project list provided above and eligibility for the City to apply. The City should consider funding applications for the following programs within the next 5 years:

- **STBG Rural** through LHTAC. This Surface Transportation Block Grant is a federal-aid funding opportunity and is available for cities with a population of less than 5,000 and requires a match of 7.34%. Funds can be used for new construction and reconstruction of roadways that are classified by FHWA as arterial or major collectors. Projects are typically funded up to \$2,000,000.
- **LRHIP** through LHTAC. This Local Rural Highway Investment Program was developed to assist small cities to improve their roadway infrastructure. Construction projects of up to \$100,000 are available with no match requirement. A city that receives these construction funds must take a one-year hiatus before applying for these funds again.
- **TAP** through ITD. This Transportation Alternatives Program is federal-aid funding and requires a 7.34% match and can be used for pedestrian and bicycle improvements. The funding limit is \$500,000.

Another funding source that was not identified in the 2019 plan but should be considered by the City within the next 5 years is:

- **Children Pedestrian Safety Program** through LHTAC. This program provides funding for pathways, sidewalks, ADA ramps, and pedestrian crossing facilities. The funding limit per awarded project is typically \$250,000 and no match is required. The program was offered in 2018, 2019, 2021, and 2022 and the City should consider applying as future funding opportunities are available.

**5-YEAR UNFUNDED CIP LIST – PRIORITIZED FUNDING APPLICATIONS**

Project	Funding Opportunity	Grant Amount	Match Amount	Fiscal Year
Comanche Street (US-95 to Mohawk Street)	LRHIP Application	\$ 100,000.00	\$ -	2023-2024
Stephens Street (Cody to Augusta Sidewalk)	Child Pedestrian Safety	\$ 250,000.00	\$ -	2023-2024
Madison Street - (Denver to Cody Pavement and Storm)	LRHIP Application	\$ 100,000.00	\$ -	2025-2026
Cody Street (North of US-95 to Van Buren)	TAP Grant	\$ 500,000.00	\$ 36,700.00	2025-2026
*Kaniksu Street (Chinook to Wells)	STP Rural Application	\$ 2,000,000.00	\$ 146,800.00	2026-2027

\* The Kaniksu-Chinook (City limit to US-95) Project can be divided into 3 sections. Section 1 would include roadway and pedestrian improvements on Chinook Street from US-95 to Kaniksu Street. Section 2 would include roadway improvements, traffic calming, and pedestrian safety enhancements on Kaniksu Street from Chinook Street to Wells Street. Section 3 would include roadway improvements from Wells Street to the County Line. Section 2 has been identified as a potential project for the STP Rural Funds and will require advanced planning, coordination, and development of a local partnership with the hospital, prior to application.

## Pavement Management Program Update

The City Street Department maintains approximately 22 miles of hard-surfaced roadways within the City limits, which consist of an asphalt surface or a bituminous surface treatment. Since 2019, the City has added 0.35 miles of paved roadways to the maintenance system with the construction of Selkirk Street in 2020 (connecting Wilson Street to Solomon Street) and the extension of Garden Lane in 2021 (connecting Garden Court to Fry Street).

The City continues to perform maintenance and management of the paved roadways by:

- Performing visual field assessments and evaluation of the paved roadways on an annual basis to determine the appropriate pavement preservation technique.
- Applying pavement preservation maintenance treatments through pothole patching, crack sealing, and chip sealing the paved roadways.
- Contracting thin overlays on roadways that cannot be treated with the City's pavement preservation treatments.

The City is currently allocating approximately \$75,000 annually for routine maintenance and preventative maintenance of the paved roadways. The goal for many roadway jurisdictions in Idaho is to chip seal roads every 7 to 10 years. This is often limited by funding, changes in oil and fuel prices, and if the work can be performed by the local agency rather than performed by a private contractor. The City should consider increasing the annual allocation for routine maintenance to \$100,000 per year to help sustain the current

condition of the roadways. The following table summarizes estimated per-mile costs in the City, based on a 22-foot wide roadway.

**ESTIMATED PAVEMENT MAINTENANCE COSTS**

<b>Pavement Maintenance Action</b>	<b>Est. Cost/Mile</b>
<b>Chip Seal (Bonners Ferry Street Crew)</b>	<b>\$ 25,000.00</b>
<b>Chip Seal (if performed by Contractor)</b>	<b>\$ 125,000.00</b>
<b>1.5-inch Asphalt Overlay</b>	<b>\$ 150,000.00</b>
<b>2-inch Asphalt Overlay</b>	<b>\$ 200,000.00</b>
<b>2.5-inch Asphalt Overlay</b>	<b>\$ 250,000.00</b>

The City has the staff and equipment to perform the pavement preservation maintenance treatments at a more affordable cost than assigning the work to private contractors. In 2022, the City purchased a DuraPatcher machine to fill potholes more efficiently with the reduced likelihood of having to patch the same pothole twice. Pavement preservation performed by the City represents a proactive approach to maintaining the existing road network which helps the City to reduce costly, time-consuming rehabilitation and reconstruction projects. With timely preservation projects and the right equipment, the City can provide improved safety and mobility with smoother and longer-lasting pavements at a reduced cost to the taxpayer.

For roads that are determined to require more work than routine maintenance or preventative maintenance, then reconstruction or rehabilitation will need to be considered. Some of the cost-effective techniques listed in the transportation plan's decision tree include options that recycle the materials that have already been placed on the roadway. These treatments provide increased strength to the road base by grinding up existing materials and mixing in cement or other additives prior to placing a new hard surface on the roadway. The City should budget between \$480,000 and \$600,000 per mile for full-depth reclamation projects, based on a width of 22 feet. Current funding for these types of projects is not in the annual pavement management budget and these projects would need to be considered and evaluated for prioritization within the City's unfunded 5-year CIP.

A proposed 3-year pavement management and funded projects plan has been developed to provide strategic use of anticipated City funding available for transportation projects for 2023–2025.

Pavement Management Program		3-Year		Current	Year 1	Year 2	Year 3
Proposed Pavement Management Annual Budget				\$75,000.00	\$100,000.00	\$100,000.00	\$100,000.00
No.	Project Name	Description	Length	2021-2022	2022-2023	2023-2024	2024-2025
1	Sundance Street	Chip Seal	0.4	\$10,000.00			
2	Palmer Street	Chip Seal	0.2	\$5,000.00			
3	Kaniksu Street (Vista to Pine)	Chip Seal	0.4	\$10,000.00			
4	Paradise Valley Hill	Chip Seal	0.5	\$12,500.00			
5	Helena Street	Asphalt Overlay (Grader Patch)	0.1	\$7,500.00			
6	All Roads	Pothole Patching w/ DuraPatcher		\$5,000.00			
				\$50,000.00			
7	Nez Peirce Street	Chip Seal	0.2		\$5,000.00		
8	Colville Street	Chip Seal	0.2		\$5,000.00		
9	Lower Comanche Street	Chip Seal	0.5		\$12,500.00		
10	ChippewaDrive (Caribou St to Wells St)	Chip Seal	0.3		\$7,500.00		
11	Cow Creek Road	Chip Seal	0.8		\$20,000.00		
12	Browne Street / Upper Wells Street	Chip Seal	0.2		\$5,000.00		

13	Sherman Alley	Chip Seal	0.1		\$2,500.00		
14	Tannenbaum Lane	Chip Seal	0.4		\$10,000.00		
15	El Paso Street (South End)	Chip Seal	0.2		\$5,000.00		
16	Lincoln Street (El Paso St to US-95)	Chip Seal	0.2		\$5,000.00		
17	Cody Street (Stephens St to Buchanan)	Asphalt Overlay (Grader Patch)			\$5,000.00		
18	Arizona Street	Add Ped Ramp at Library			\$2,500.00		
					<b>\$85,000.00</b>		
19	Augusta Street	Chip Seal	0.4			\$10,000.00	
20	Tamarack	Chip Seal	0.2			\$5,000.00	
21	Cody Street (US-95 to Jackson St)	Chip Seal	0.3			\$7,500.00	
22	North River Drive	BST - Double Shot Chip Seal	0.4			\$20,000.00	
23	Washington Street	Chip Seal	0.4			\$10,000.00	
24	Lower Vista Drive	Chip Seal	0.1			\$2,500.00	
25	Wilson Street	Chip Seal	0.1			\$2,500.00	
26	East Madison Street	Chip Seal	0.2			\$5,000.00	
27	Buffalo Street	Chip Seal	0.1			\$2,500.00	

**CITY OF BONNERS FERRY**  
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28	Helena Street (North and South)	Chip Seal	0.2			\$5,000.00	
29	Fresno Street	Chip Seal	0.3			\$7,500.00	
30	E. Jackson Street	Chip Seal	0.1			\$2,500.00	
31	E. Monroe Street	Chip Seal	0.1			\$2,500.00	
32	4th Street	Chip Seal	0.1			\$2,500.00	
33	5th Street	Chip Seal	0.1			\$2,500.00	
34	Baxter Street	Chip Seal	0.1			\$2,500.00	
35	Hillside Alley	Chip Seal	0.2			\$5,000.00	
36	All Roads	Pothole Patching w/ DuraPatcher				\$5,000.00	
						<b>\$100,000.00</b>	
37	Dakota Street	Chip Seal	0.1				\$2,500.00
38	Montana Street	Chip Seal	0.1				\$2,500.00
39	Cedar Street	Chip Seal	0.1				\$2,500.00
40	Hazel Street	Chip Seal	0.1				\$2,500.00
41	Lower Oak Street	Chip Seal	0.2				\$5,000.00
42	Hemlock Street	Chip Seal	0.2				\$5,000.00
43	Almond Street	Chip Seal	0.1				\$2,500.00
44	Apple Alley	Chip Seal	0.1				\$2,500.00
45	Georgia/Maple Streets	Chip Seal	0.1				\$2,500.00

**CITY OF BONNERS FERRY**  
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46	Upper Oak Street	Chip Seal	0.3				\$7,500.00
47	Cemetery Road	Chip Seal	0.2				\$5,000.00
48	Louisiana/Jones Streets	Chip Seal	0.1				\$2,500.00
49	Ash Street	Chip Seal	0.2				\$5,000.00
50	Arizona Street	Chip Seal	0.4				\$10,000.00
51	W. Monroe Street	Chip Seal	0.3				\$7,500.00
52	W. Jackson Street	Chip Seal	0.3				\$7,500.00
53	W. Van Buren Street	Chip Seal	0.3				\$7,500.00
54	W. Denver Street	Chip Seal	0.3				\$7,500.00
55	All Roads	Pothole Patching w/ DuraPatcher					\$5,000.00
56	Golden Street	Clear and Grade for Ped/Bike	0.1				\$3,000.00
							<b>\$95,500.00</b>



# 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:** December 29, 2022

**RE:** Contract with SCREE, LLC (Landon Otis) for Website management and upgrades

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The attached contract with SCREE, LLC, aka Landon Otis, is for assistance and help with website upgrades and designs. We have been working with Small Town Designs for the past few years, but many failed attempts to contact the company and get responses has led to us to look for a someone who can be more available to assist the city with the many needs we have in updating, managing and improving our website.

The proposed contract anticipates that the city will have access to Landon for up to 8 hours a month for the 2023 calendar year to do any of the following:

Example website services available:

- Content management (update content)
- WordPress plugin and theme updates
- Hosting migration
- Development (custom features)
- Consultation (advice and review)
- Performance (site speed)

If approved, the city anticipates working immediately with Mr. Otis to get online registration for the 2023 swimming pool season up on the website. Also, since I am currently the only one updating the city website, if I am not available having someone else to assist will improve communication with the public and our community. Lastly, we know that there are ways we can improve our website to address all users, we will work with Landon to help continue to expand access to the website for everyone.

## **FISCAL IMPACT STATEMENT:**

- The work generated will be shared by both general fund and utilities. The total expected costs (without overages) are anticipated to be around \$5,280 per year.



## **STAFF RECOMMENDATION**

Based on the above, staff recommends that council authorize the mayor to sign the contract with SCREE, LLC for the as-directed, as needed website management services.

Please let me know if you have any questions.

Thank you.



## **PROFESSIONAL SERVICES AGREEMENT**

AGREEMENT made between The City of Bonners Ferry Governmental Entity, a political subdivision of the state of Idaho, herein "ENTITY" and, SCREE, LLC (Landon Otis) herein "CONTRACTOR".

The parties agree as follows:

1. **SCOPE OF WORK:** ENTITY engages CONTRACTOR to perform the work associated with website maintenance, updates, and development for the City of Bonners Ferry website (<https://bonnersferry.id.gov>) for up to 8 hours per month for the calendar year of 2023; ending December 31, 2023.

Example website services available:

- Content management (update content)
- WordPress plugin and theme updates
- Hosting migration
- Development (custom features)
- Consultation (advice and review)
- Performance (site speed)

2. **PAYMENT:** ENTITY agrees to pay CONTRACTOR for his services rendered under this Agreement at the rate of fifty-five dollars (\$55.00) per hour for up to 8 hours a month. Any hours above the 8-hour time frame will be billed to the city at sixty dollars (\$60.00) per hour, as dictated by the Bonners Ferry City Council and communicated to the CONTRACTOR. The parties agree that CONTRACTOR will invoice ENTITY for payment under this Agreement for services rendered herein.

3. **RIGHT OF CONTROL:** CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.

5. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

6. LICENSES AND LAW: CONTRACTOR represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS: Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

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 shall provide proof that such worker's compensation insurance is not required under the circumstances.

9. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: It may be necessary for software (i.e. WordPress plugin, WordPress theme) to be purchased for the benefit of the Entity. With consent of the Entity, such purchases will be at the expense of the Entity.

10. EFFECTIVE DATE: This contract will run from the date at which it is signed by both parties until such time as the services are deemed no longer needed by the Mayor and Council or contract fulfillment is reached.

11. 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.

12. INDEMNIFICATION: CONTRACTOR is not to be held liable for claims made against the City of Bonners Ferry on behalf of its website.

13. WAIVER OF CLAIMS: CONTRACTOR, by signature of this document does hereby waive any rights to any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts up to \$1,000,000 against the ENTITY.

14. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

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

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. 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.

19. 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:

CONTRACTOR:

\_\_\_\_\_  
James R. "Dick" Staples, Mayor

By \_\_\_\_\_  
Owner

ATTEST:

\_\_\_\_\_  
Acting City Clerk

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