

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
May 16, 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.

GUESTS

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 Alcohol Beverage License for R Entertainment LLC [attachment]

NEW BUSINESS

4. **ECONOMIC DEVELOPMENT**-{action Item} [attachment]- Consider support letter for Idaho Rural Economic Development Professionals Grant Program.
5. **CITY** {action Item} [attachment]- Declaration of sale of ±13.5-acre property off Eileen Road noting that the property is underutilized or not used for public purpose and authorize Clerk to publish public hearing for June 6, 2023, in compliance with Idaho Code §50-1402.
6. **CITY** {action Item} [attachment] - Consider minimum bid of ±13.5-acre property off Eileen Road.
7. **SEWER** {action Item} [attachment] Consider approval of PAC contract for grant writing services for community block grant for LS#5
8. **SEWER** {action Item} [attachment] – Consider approval of contract with Welch Comer for LS#5 Preliminary Engineering Report
9. **WATER AND SEWER** [Discussion only]- Staff presentation of Ordinance 608- Amending or repealing Title 10, Chapters 1-4.
10. **WATER AND SEWER** {action Item} [attachment]- Consider ordinance 608 for first reading, by Title only.

ADJOURNMENT

No. 2023-22

City of Bonners Ferry

2023

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **R Entertainment LLC** doing business as **R Entertainment LLC** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

On Premises	
LIQUOR	00.00
BEEER: Container Only	00.00
Draft/Container	100.00
WINE:	100.00
Off Premises	
BEEER: Container Only	00.00
Keg, Jug and Container	00.00
WINE	00.00
Transfer Fee – Liquor, Beer, Wine	00.00
TOTAL	200.00

APPROVED:

Mayor

ATTEST:

Clerk

Date

THIS LICENSE EXPIRES DECEMBER 31, 2023

This License Must Be Conspicuously Displayed



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

May 16, 2023

Idaho Rural Economic Development Professionals Grant Program
c/o Idaho Department of Commerce
PO Box 83720
Boise ID 83720

RE: Financial Support for Boundary County Economic Development Council

Dear Evaluators:

The purpose of this letter is to confirm that The City of Bonners Ferry is committed to providing \$12,000.00 for the Boundary County Economic Development Council. These funds will be made available to the program on July 1, 2023 through June 30, 2024 and maybe used for operating expenses.

If you have any questions regarding this commitment please contact Lisa Ailport, City Administrator at 208-267-4379.

Sincerely

Dick Staples,
Mayor



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: May 9, 2023
RE: Declaration of sale of property off Eileen Road

Pursuant to Idaho Code 50-1401 and 1402 and by way of a memo from the City Attorney (see attached) the request before council is to consider the ±13.5-acre property off of Eileen Road as underutilized or not used for public purposes. The city has received approval to split the ±13.5 acres off of the existing ±280 piece of property. The council has taken this matter up formally on the record that the sale of the land is required to balance the FY22/23 budget year.

In accordance with Idaho Code, the city must first declare the property as underutilized or not used for public purposes before auctioning the property off. Should the council make the declaration, Idaho Code 50-1402 then stipulates that there must be a public hearing on the issue. Staff have scheduled this hearing for June 6, 2023 (see attached notice). The purpose of the public hearing is to allow the public a chance to respond to the declaration. Once the public hearing has occurred, the council can then set the date for the auction to occur.

Following the declaration, the council can set a minimum bid for the property. This matter has been more thoroughly discussed in the memo following this action item.

FISCAL IMPACT

By making such a declaration, there will be no fiscal impact to the city budget. However, it does set the stage for the city to sell the property at auction at a future date.

RECOMMENDATION

To balance the FY23 budget, staff recommends that council declare the sale of the ±13.5-acre property off Eileen Road establishing that the property is underutilized or not used for public purpose and authorize Clerk to publish public hearing for June 6, 2023 in compliance with Idaho Code §50-1402

Please let me know if you have any questions.



NOTICE OF PUBLIC HEARING

Pursuant to Idaho Code §50-1401 and §50-1402, the following notice is provided to the public regarding a decision at the May 16, 2023, regular council meeting wherein city council did declare certain properties owned by City of Bonners Ferry as “underutilized or not used for public purposes,” and authorized staff to publish notice to hold a public hearing regarding such decision. The public hearing is meant to allow the public an opportunity to provide comment on such a decision, prior to the certain lands proceeding to auction.

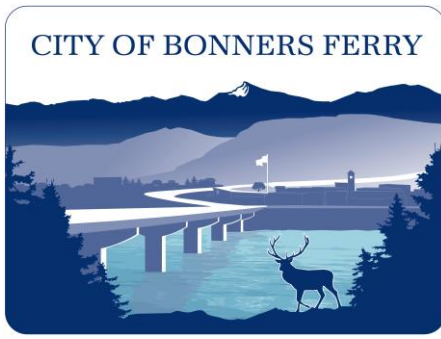
The property is located approximately $\frac{3}{4}$ of a mile north of Highway 2, off Eileen Road and can be more specifically described as:

A 13.5-acre tract of land located in Section 11, Township 62N, Range 2E, located west of the Burlington Northern Sante Fe railroad right-of-way and East of Eileen Road. Also known as a 13.5-acre tract of Assessor parcel number RP62N02E112410A.

The public hearing will be held on **June 6, 2023, at 6:00pm, within Council Chambers at 7232 Main Street, Bonners Ferry.**

The public is welcome and encouraged to attend the hearing or provide a written response. Any written comment greater than one (1) page must be submitted at least six (6) days prior to the meeting. Written material not exceeding one (1) page may be read into the record the day of the hearing. Public wishing to speak at the public hearing may do so in compliance with Resolution 2014-06-01, a copy of which is located at City Hall.

City of Bonners Ferry Planning and Zoning Dept.
Please Publish on: May 18, 2023



CITY OF BONNERS FERRY

OFFICE OF THE CITY ATTORNEY

7232 Main Street

P.O. Box 149

Bonnors Ferry, Idaho 83805

Phone: 208-267-4378

Fax: 208-267-4398

MEMORANDUM

To: Bonners Ferry City Council

From: Andrakay Pluid, City Attorney

Date: August 17, 2022

RE: Real Property Sale Procedure

This memo is being provided to summarize the procedure for the sale of real property by the City. The procedure for this process is dictated by Idaho Code Title 50, Chapter 14.

1. Council first needs to declare that it is in the public's interest to sell, exchange, or convey real property which is "underutilized and not used for public purpose." Idaho Code 50-1401
2. Secondly, the Council needs to declare a minimum value or price that it intends to receive. The city council may contract for or provide that the property be appraised under such terms and conditions as may be deemed appropriate by the city council. The declaration in the form of a minimum dollar value shall be made on the record at a public meeting of the council. The city council may also declare that the subject property will be offered for sale without establishing a minimum price. Idaho Code 50-1402
3. Following a declaration of intent to sell or exchange real property, the Clerk must publish a summary of the action taken by the city council in the official newspaper and provide notice of a public hearing before the city council. Notice of the public hearing concerning the proposed exchange or conveyance shall be published in the official newspaper of the city at least fourteen (14) days prior to the date of the hearing. Idaho Code 50-1402
4. After the public hearing has been held the City may proceed with the sale. The property shall be sold at a public auction to the highest bidder and no bids shall be accepted for less than the minimum declared value previously recorded on the record at a public meeting of the council, provided however, if no bids are received, the city council shall have the authority to sell such property as it deems in the best interest of the city. Idaho Code 50-1403.

Should the Council wish to proceed with the sale of any City real property, my advice would be to add to the agenda at a Council meeting the declaration of sale of a specific property on the basis that the property is underutilized and not used for public purpose. If the Council desires it could also set a minimum value or price at the same meeting. Following that valuation declaration, the notice of a public hearing would need to be published in the newspaper with 14 days notice.

After a hearing is held, the City could then list the property for sale with a public auction held on a scheduled date. The City would be obligated only accept bids over the minimum price if one is set. If the property did not sell at an auction, the City could then sell it in any method deemed in the best interest of the City.



Idaho Statutes

TITLE 50
MUNICIPAL CORPORATIONS
CHAPTER 14
CONVEYANCE OF PROPERTY

50-1401. REAL PROPERTY OWNED BY CITIES – METHOD OF CONVEYANCE OR EXCHANGE. It is the intent of this chapter that cities of the state of Idaho shall have general authority to manage real property owned by the city in ways which the judgment of the city council of each city deems to be in the public interest. The city council shall have the power to sell, exchange or convey, by good and sufficient deed or other appropriate instrument in writing, any real property owned by the city which is underutilized or which is not used for public purposes.

History:

[50-1401, added 1967, ch. 429, sec. 244, p. 1249; am. 2001, ch. 331, sec. 1, p. 1161.]

How current is this law?

Search the Idaho Statutes and Constitution



Idaho Statutes

TITLE 50
MUNICIPAL CORPORATIONS
CHAPTER 14
CONVEYANCE OF PROPERTY

50-1402. DECLARATION OF VALUE OF PROPERTY. Whenever the city council proposes to convey, exchange or offer for sale any real property, it shall first declare the value or minimum price, if any, it intends to receive as a result of such conveyance or exchange. The city council may contract for or provide that the property be appraised under such terms and conditions as may be deemed appropriate by the city council. The declaration, either in the form of a minimum dollar value, or an explanation of an intended exchange or conveyance for other than monetary consideration shall be made on the record at a public meeting of the council. The city council may also declare that the subject property will be offered for sale without establishing a minimum price.

Following a declaration of intent to sell or exchange real property, the clerk of the city shall publish a summary of the action taken by the city council in the official newspaper of the city and provide notice of a public hearing before the city council. Notice of the public hearing concerning the proposed exchange or conveyance shall be published in the official newspaper of the city at least fourteen (14) days prior to the date of the hearing.

History:

[50-1402, added 1967, ch. 429, sec. 245, p. 1249; am. 2001, ch. 331, sec. 2, p. 1162.]

How current is this law?

Search the Idaho Statutes and Constitution



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: May 9, 2023
RE: Establish Minimal Value of ±13.5-Acre Property off Eileen Road

According to the Memo by the City Attorney, and Idaho Code 50-1402,

...the Council needs to declare a minimum value or price that it intends to receive. The city council may contract for or provide that the property be appraised under such terms and conditions as may be deemed appropriate by the city council. The declaration in the form of a minimum dollar value shall be made on the record at a public meeting of the council. The city council may also declare that the subject property will be offered for sale without establishing a minimum price. Idaho Code 50-1402

Staff has connected with local real estate agents to get comparable values of vacant land for sale or that have sold. Those values are attached hereto. In reviewing FY budget numbers, after considering the grants and donations to the city, we still show a deficit of around \$337,235.00 (see table below).

FY 2023	Revenue	Donations/Grants
General Fund Transfer	381,000.00	
Interest On Electric	52,000.00	
Interest on Investments	3,000.00	
Return on Investments	31,235.00	
Total	\$467,235.00	
	(80,000.00)	Boundary County – Swimming Pool
	(50,000.00)	LHTAC- Maintenance Grant due 10/1
Remaining Need	\$337,235.00	
Minimum Bid	(250,000.00)	
Remaining Balance	\$87,235.00	

According to sales data, the baseline amount for the 10-acres looks to be around \$250,000.00. If the city were to list the minimum bid at \$250,000.00 that would match the market values of comparable properties. That said, if we do not reach the minimum bid, the city can then reset the auction and lower the minimum bid, remove the minimum bid price, or take any bid that was received below the minimum bid, if it is determined to be in the best interest of the city.

If council wishes, you may also contract with a property appraisal firm to establish a minimal value, or contract with a local real estate firm to produce a Broker Price Opinion (BPO) or Comparative Market Analysis (CMA). These can range in price from \$300-\$500/ parcel of land.

FISCAL IMPACT

To make up the losses in revenue that was budgeted for the 2023 fiscal year, the city needs to sell property or take cuts in its operation to balance the income and expenses. The sale of this property is expected to bring in at a minimum \$250,000.00 which will be used in the general fund to cover expenses for the noted fiscal year.

RECOMMENDATION

Staff recommends that council either set the minimum bid of the sale of the ±13.5-acres of land off Eileen Road at \$250,000.00 to match comparable values of sales, or to establish a minimum bid after contracting with a local real estate firm to produce a BPO or CMA, or lastly, contract with a local appraisal firm to produce an official appraisal of the property. The cost range for either an appraisal or to produce a BPO or CMA would be between 500.00-2,000.00

Please let me know if you have any questions.



Active

Lot 8H Nuthatch Lane

\$289,900

Moyie Springs, ID 83845 - MLS #20230302
VACANT LAND

Panoramic 5 acre lot in Mountain View Heights Subdivision. Gorgeous long range views of the Selkirk and Purcell Mountain Ranges. Situated at the end of a Cul De Sac this completely level parcel comes with Electric, Natural Gas, and a valuable 3 Mile Water Membership. The property was

 **70 Days on Market**

[View Detail](#)

Listing provided courtesy of PROFESSIONAL REALTY SERVICES IDAHO



Active

NKA Old Hwy Two Loop

\$285,000

Moyie Springs, ID 83845 - MLS #20230363
VACANT LAND

BUILD YOUR DREAM HOME OR VACATION CABIN ON THIS GORGEOUS 10 ACRE PROPERTY WITH LOVELY MIX OF TREES AND MEADOWS! Enjoy the local wildlife in their natural setting including Moose, Elk, Deer, Turkeys, Bear, Grouse. Close to all the recreational opportunities North Idaho

 **62 Days on Market**

[View Detail](#)

Listing provided courtesy of WINDERMERE/COEUR D'ALENE



Active

NNA Enchanted Lane, #3

\$250,000

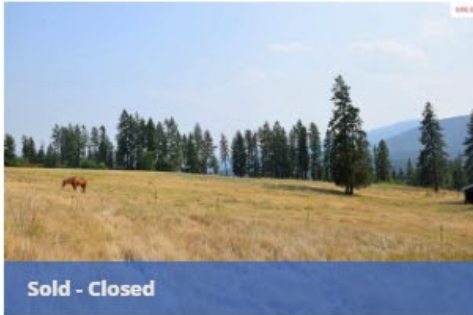
Bonnars Ferry, ID 83805 - MLS #20230547
VACANT LAND

Breathtaking views of the Purcell Mountains and almost the end of the road you'll have privacy on your 10 acres. This property is near the Idaho/Montana border so you'll see lots of small and large game. There is underground electric and telephone along the road, septic has approval. There are

 **41 Days on Market**

[View Detail](#)

Listing provided courtesy of DINNING REAL ESTATE



NNA Eagle Crest

Moyie Springs, ID 83845 - MLS #20212476

VACANT LAND

\$240,000

↓ **\$9,000**

Scenic 8.85A building site just E of the Moyie River Bridge off US Hwy 2. This picturesque setting is gently sloping w/ great S. exposure. Plenty of sunny space & fertile soil for gardening or mini farm. Great location w/ nice mtn views. Power nearby. Water to be well. Located just minutes from the ...

 **260 Days on Market**

[View Detail](#)

Listing provided courtesy of PACE-KERBY REAL ESTATE, INC



NNA Silver Springs Rd

Moyie Springs, ID 83845-0000 - MLS #20221660

VACANT LAND

\$199,950

↓ **\$49,050**

10 parked-out acres, private Silver Springs area. Peaceful, near end-of-the-road privacy and bordered by BLM land. All level usable acreage resting high above the Kootenai River. Mature trees of varying species provide added privacy. Abundant wildlife. Close to many of the areas best lake ...

 **99 Days on Market**

[View Detail](#)

Listing provided courtesy of PACE-KERBY REAL ESTATE, INC



Parcel D Solomon Lake Rd

Moyie Springs, ID 83845 - MLS #20230775

VACANT LAND

\$189,000

10.21 private, partially wooded acres on Solomon Lake Rd. Bordered by thousands of acres of US Forest Service Lands providing unlimited outdoor recreational opportunities, year round, right from your own back door. Plus you're just minutes away from fishing in some of Boundary County's be ...

 **19 Days on Market**

[View Detail](#)

Listing provided courtesy of PACE-KERBY REAL ESTATE, INC



Active

NNA Maas Loop

Moyie Springs, ID 83845 - MLS #20230569
VACANT LAND

\$649,900

↓ **\$50,000**

This beautiful 18.25 Acre perfect rectangular shaped property can best be described as a blank canvas. Completely level, and maintained as a cultivated grass hay field. Surrounded on all sides by panoramic long range scenic views of the Selkirk and Cabinet Mountains. Close up views of Clifty ...

 **38 Days on Market**

[View Detail](#)

Listing provided courtesy of PROFESSIONAL REALTY SERVICES IDAHO



Active

NNA Bootlegger Lane

Bonnors Ferry, ID 83805-0000 - MLS #20230331
VACANT LAND

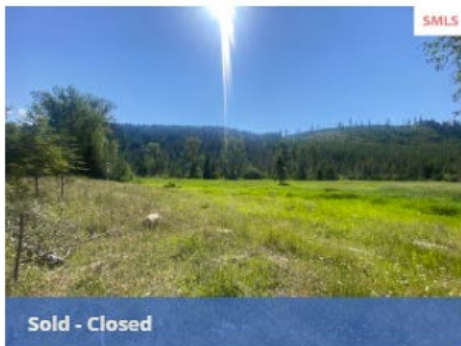
\$320,000

10 Acres located just off of Highway 1 on a private road. Only 1 mile from Porthill, boat launch on the Kootenai River, Eckhart Int'l Airstrip and gateway to Canada. The property has an elevated building site that offers unparalleled Kootenai Valley and Selkirk Mountain views. You will enjoy ti ...

 **68 Days on Market**

[View Detail](#)

Listing provided courtesy of DINNING REAL ESTATE



Sold - Closed

L4B3 Bonner Lake Rd

Moyie Springs, ID 83845 - MLS #20220274
VACANT LAND

\$295,000

Ready for some peace and quiet? Check out this beautiful 14.60 Acres that is part treed and part open, mostly level property. Water to be a well and there is a year round spring. Power is in the surrounding properties so it is very close! Several building spots to choose from where you can ...

 **60 Days on Market**

[View Detail](#)

Listing provided courtesy of COLDWELL BANKER SCHNEIDMILLER

2022/2023 budget year

Expenses	2023 Budget	12/1/2022	1/31/2023	2/28/2023	3/31/2023	4/30/2023	% of Year
General Govnt	\$ 253,843.00	\$ 52,736.95	\$ 82,979.94	\$ 134,522.43	\$ 152,952.21	\$ 171,490.77	67.56%
Police	\$ 781,987.00	\$ 159,870.48	\$ 235,656.70	\$ 295,763.79	\$ 361,448.42	\$ 411,575.98	52.63%
Fire	\$ 298,902.00	\$ 47,630.15	\$ 65,611.34	\$ 88,107.13	\$ 102,722.53	\$ 115,774.23	38.73%
Animal Control	\$ 12,021.00	\$ 1,878.94	\$ 2,902.46	\$ 3,841.93	\$ 4,922.30	\$ 5,889.95	49.00%
Streets	\$ 619,802.00	\$ 90,843.15	\$ 142,160.35	\$ 181,276.06	\$ 211,955.37	\$ 240,395.70	38.79%
Visitor Center	\$ 27,540.00	\$ 4,167.75	\$ 7,181.44	\$ 10,155.35	\$ 12,433.68	\$ 13,841.95	50.26%
Parks	\$ 54,245.00	\$ 9,167.28	\$ 20,089.59	\$ 22,527.55	\$ 23,779.95	\$ 25,708.21	47.39%
Pool	\$ 79,006.00	\$ 3,538.70	\$ 5,192.10	\$ 6,446.43	\$ 7,149.49	\$ 7,149.49	9.05%
Golf	\$ 152,376.00	\$ 27,014.83	\$ 33,244.90	\$ 38,526.76	\$ 44,863.63	\$ 58,309.40	38.27%
EDC	\$ 70,326.00	\$ 14,385.84	\$ 28,663.61	\$ 33,822.75	\$ 38,793.32	\$ 43,484.94	61.83%
Slough	\$ 20,199.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Vehicle Maint. & Shop maint.	\$ -	\$ 307.27	\$ 5,220.87	\$ 11,787.32	\$ 14,891.42	\$ 15,761.80	
Grand Total	\$ 2,370,247.00	\$ 411,541.34	\$ 628,903.30	\$ 826,777.50	\$ 975,912.32	\$ 1,109,382.42	46.80%
Contingency	\$ 527,796.00						
	\$ (165,074.00)	\$ (334,645.54)	\$ 36,018.36	\$ (126,627.44)	\$ (180,335.32)	\$ (90,067.17)	
Income							
	Budget	Recvd					% of Year
Property Tax	\$ 742,274.00	\$ 1,368.03	\$ 433,250.41	\$ 433,250.41	\$ 436,530.73	\$ 436,530.73	59%
Intergovernmental	\$ 891,100.00	\$ -	\$ 100,410.23	\$ 130,417.23	\$ 130,417.23	\$ 261,604.32	29%
Charges for service	\$ 22,000.00	\$ 4,330.05	\$ 6,011.69	\$ 7,996.49	\$ 7,996.49	\$ 10,101.20	46%
Licenses	\$ 46,800.00	\$ -	\$ 14,083.23	\$ 14,083.23	\$ 18,445.67	\$ 19,626.12	42%
Court Fines	\$ 40,000.00	\$ 7,467.13	\$ 10,197.73	\$ 10,197.73	\$ 12,686.68	\$ 12,686.68	32%
Agency Support	\$ 96,826.00	\$ 16,486.58	\$ 33,284.14	\$ 36,284.14	\$ 36,284.14	\$ 74,702.30	77%
Recreation charges							
Pool	\$ 18,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Golf	\$ 177,523.00	\$ 25,061.08	\$ 26,858.85	\$ 28,130.62	\$ 30,104.39	\$ 104,135.33	59%
Misc., Franchise etc.	\$ 73,315.00	\$ 8,246.13	\$ 25,035.58	\$ 26,601.63	\$ 107,673.09	\$ 87,351.47	119%
Other	\$ 10,600.00	\$ 13,936.80	\$ 15,789.80	\$ 13,188.58	\$ 15,438.58	\$ 12,577.10	119%
Interest	\$ 86,235.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Total Income	\$ 2,205,173.00	\$ 76,895.80	\$ 664,921.66	\$ 700,150.06	\$ 795,577.00	\$ 1,019,315.25	46%



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer
DATE: May 12, 2023
RE: Contract with Panhandle Area Council (PAC) for Grant Writing Services

With this memo is an attached contract that has been put together with PAC for grant writing services related to the proposed lift station #5 project. I recommend that the Council approve the attached contract with Panhandle Area Council for \$7,000 for grant writing services related to the lift station #5 project.

Please contact me with any questions you may have for me.

Thank you,

Mike

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Panhandle Area Council, Inc. herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete work as described in Attachment A – SCOPE OF WORK:

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

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

[X] CONTRACTOR shall complete the project by March 31, 2024.

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

[X] Total not to exceed \$ 7,000.00

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

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

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

12. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR: Panhandle Area Council

By Lloyd W Jacobson
Lloyd W. Jacobson

By _____
James R. Staples, Mayor

Its Executive Director
(Title or Office)

ATTEST:

Deby Garcia, Clerk

WITNESS:

Nancy Mabile
Nancy Mabile

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

ATTACHMENT A

SCOPE OF WORK

CITY will pay the CONTRACTOR for performance of the services described below unless that sum is subsequently changed by the agreement of both parties.

Grant Writing:

1. CDBG Full Application – Advise CITY of the grant requirements; attend CITY meetings as needed to provide information; coordinate all elements of information required for the grant application; preparation of all funding source required Resolutions or Plans necessary for the grant application; initiate the Environmental Review that complies with 24 CFR Part 58 as required by the grant program; hold public hearing on proposed grant-funded project as required by the grant funding program; and submit grant application in accordance with funding agency timelines. For services performed, a lump sum amount of \$6,500.00.
2. CDBG Addendum – Advise CITY of additional grant requirements for the Addendum; attend CITY meetings as needed to provide information; coordinate all elements of information required for the Addendum; submit the Addendum in accordance with funding agency timelines. For services performed, a lump sum amount of \$500.00.

Payment:

The CONTRACTOR will invoice CITY upon completion of each level of service as identified above; a sum not to exceed \$7,000.00.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer

DATE: May 12, 2023

RE: Lift Station #5 – Contract with Welch-Comer For Preliminary Engineering Report and Grant Coordination

Welch Comer has provided a contract and proposal for completing a Preliminary Engineering Report (PER) and grant coordination for the lift station #5 replacement. Welch Comer has provided the attached master agreement and task order for the work.

I recommend that the Council approve the attached master agreement, and task order for the completion of the lift station #5 Preliminary Engineering Report for \$25,300.

Please contact me with any questions you may have.

Thank you,

Mike

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES—TASK ORDER EDITION**

MAIN AGREEMENT

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **City of Bonners Ferry** (Owner) and **Welch Comer Engineers** (Engineer). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.
- B. The Main Agreement is not a commitment by Owner to issue any Task Orders.
- C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
- D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

- A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.
- B. Each specific Task Order will indicate:
 - 1. Project Background Data;
 - 2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
 - 3. Additions or Modifications to Owner's Responsibilities;
 - 4. Task Order Schedule;
 - 5. Engineer's Compensation for Task Order; and
 - 6. Primary Subconsultants, if any.

- C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.
- D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

- A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks and are considered incidental to other phase and scope task items.
 - 1. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
 - 2. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 - 3. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
 - 4. Prepare and submit monthly engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 - 5. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated: **Grant or loan funding drawdown requests when grant or loan funding is used for payment.**
 - 6. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with **Engineer's CAD Standards**, using **AutoCAD-version 2022** software.

- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **CSI** unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

- A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.
- B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:
 - 1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or
 - 2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

- A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information

and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Surveys, Mapping, and Utility Documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.
- 2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids,

instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Owner shall pay for advertisements for Bids in appropriate publications.

2.04 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 - C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.
 - D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.
 - E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

2.05 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.
- B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or

furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 - 3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.
 - 4. Perform or provide the following:
 - a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

- A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

- A. This Agreement will be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

- A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.
- E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
- C. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

- A. Lump Sum
 - 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
 - 2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.
 - 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by

Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): See Task Order for reimbursable expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer. Engineer will provide Owner an updated Schedule annually with first invoice of the year.

4.05 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.
- B. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced

external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.15**

- C. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of **1.15**.
- D. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project

Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.
- F. **General Conditions of Construction Contract:** The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.

- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Specific Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
2. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.

- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such

additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.
3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

- C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.
- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - 1. If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Main Agreement.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.
- C. Unless expressly provided otherwise in this Main Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
- B. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
- C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: Idaho.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner’s principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner’s principal office is located.

6.09 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner’s knowledge, no Constituents

- of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that for all Task Orders the Engineer’s scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer’s services under a specific Task Order, then:
1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both;

and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability included with each Task Order."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:
1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by

the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.
 3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.
 - a. Main Agreement—See definition at Paragraph 7.01.A.28 below.
 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.
 6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
 7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or

addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it

means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
23. Engineer—The individual or entity named as such in this Main Agreement.
24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.
25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.
29. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.
32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations

and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
42. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.
43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may

include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

- A. Reserved.
- B. Reserved.
- C. Exhibit C, Amendment to Main Agreement (form).
- D. Reserved.
- E. Reserved.
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. ~~Exhibit I, Limitations of Liability.~~ Exhibit I shall be included with each future Task Order.

8.02 Appendices to Main Agreement

- A. The following appendices are incorporated by reference and made a part of this Main Agreement:
 1. Appendix 1—Reimbursable Expenses Schedule
 2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

- A. The parties acknowledge the accompanying documents, “Part 3 of 4: Task Order Form” and “Part 4 of 4: Exhibits to Task Order.” These documents are a resource for the parties’ use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

- A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

- A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.
- B. Amendments:
 - 1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.
 - 2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
 - 3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

- A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.
- B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Main Agreement's Effective Date is _____.

Owner:

City of Bonners Ferry
(name of organization)

Engineer:

Welch Comer Engineers
(name of organization)

By:

(individual's signature)

By:



(individual's signature)

Date:

(date signed)

Date:

05/05/2023

(date signed)

Name:

(typed or printed)

Name:

Necia Maiani, P.E.

(typed or printed)

Title:

(typed or printed)

Title:

Vice President

(typed or printed)

Address for giving notices:

City of Bonners Ferry

Address for giving notices:

Welch Comer Engineers

PO Box 149

330 E Lakeside Ave, ste 101

Bonners Ferry, ID 83805

Coeur d'Alene, ID 83814

Designated Representative:

Name:

(typed or printed)

Designated Representative:

Name:

Ashley Williams, P.E.

(typed or printed)

Title:

(typed or printed)

Title:

Project Manager

(typed or printed)

Address:

Address:

Welch Comer Engineers

330 E Lakeside Ave, ste 101

Coeur d'Alene, ID 83814

Phone:

Phone:

208-664-9382

Email:

Email:

awilliams@welchcomer.com

PM Approval:



EXHIBITS TO MAIN AGREEMENT

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EXHIBIT C—AMENDMENT TO MAIN AGREEMENT

AMENDMENT TO MAIN AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: [Name of Owner]
Engineer: [Name of Engineer]
Effective Date of [Effective Date of Main Agreement]
Agreement:

Nature of Amendment: (Check those that apply)

- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to term of Main Agreement
- Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to "Project" will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer's involvement, as the case may be.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and

Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **10 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its

costs associated with the revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is

identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in a specific Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).
 - a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
 - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
 - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction

Contract Documents and any specific instructions or conditions established by Owner.

- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive, download link.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 23 or later.			
DWG	Autodesk® AutoCAD. dwg format Version 2022 .			
DOC	Microsoft® Word. docx format Version 2023 .			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Bodily injury/disease, each accident	\$100,00
Bodily injury/disease, each employee	\$500,00
Bodily injury/disease, aggregate	\$100,00
Commercial General Liability	
General Aggregate	\$2,000,000
Bodily Injury and Property Damage— Each Occurrence	\$1,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$1,000,000
General Aggregate	\$1,000,000
Other Insurance Cyber Security: Cyber Incident Response	
General Aggregate	\$1,000,000
Cyber Security: Cyber Crime	
General Aggregate	\$100,000
Cyber Security: System Damage And Business Interruption	
General Aggregate	\$1,000,000
Cyber Security: Network Security & Privacy Liability	
General Aggregate	\$1,000,000
Cyber Security: Media Liability	
General Aggregate	\$1,000,000

- B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Bodily injury/disease, each accident	\$100,00
Bodily injury/disease, each employee	\$100,00
Bodily injury/disease, aggregate	\$500,00
Commercial General Liability	
General Aggregate	\$2,000,000
Bodily Injury and Property Damage— Each Occurrence	\$1,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

1.02 Additional Insureds

- A. Not used.
- B. During the term of this Main Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

1.01 Arbitration

- A. Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. Arbitration Provisions
 1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
 2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
 3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.
 4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award. The parties may appeal the arbitration award in accordance with AAA rules.
 5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
 6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.

7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.
9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	\$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	\$0.13/page
Double Sided Letter & Legal Size Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (B/W)	\$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	\$0.25/page
Double Sided Ledger Size Copies/Impressions (Color)	\$1.03/page
Cardstock Copies/Impressions (B/W)	\$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (Color)	\$1.98/page
Color Transparency	\$2.49/page
Plot on Paper B&W (18" x 24")	\$0.90/sheet
Plot on Paper Color (18" x 24")	\$4.50/sheet
Plot on Paper B&W (18" x 27")	\$0.90/sheet
Plot on Paper Color (18" x 27")	\$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	\$8.25/sheet
Plot on Paper B&W (22" x 34")	\$1.80/sheet
Plot on Paper Color (22" x 34")	\$9.00/sheet
Plot on Paper B&W (22" x 36")	\$1.80/sheet
Plot on Paper Color (22" x 36")	\$9.00/sheet
Plot on Paper B&W (24" x 36")	\$1.80/sheet
Plot on Paper Color (24" x 36")	\$9.00/sheet
Plot on Paper B&W (30" x 42")	\$2.70/sheet
Plot on Paper Color (30" x 42")	\$13.50/Sheet
Plot on Paper B&W (34" x 44")	\$3.30/sheet
Plot on Paper Color (34" x 44")	\$16.50/sheet
Plot on Paper B&W (36" x 48")	\$3.60/sheet
Plot on Paper Color (36" x 48")	\$18.00/sheet
Plot on Paper B&W (36" x 120")	\$9.00/sheet
Plot on Paper Color (36" x 120")	\$45.00/sheet
Mileage (auto)	\$0.655/Mile
Ortho Rectified Aerial Image	\$1,000/each
GPS Per Hour Billing	\$30.00/hour
GPS Per Hour Billing – Base and Rover	\$60.00/hour
Robotics Hourly Billing- 2 Man	\$35.00/hour
Robotics Hourly Billing – 1 Man	\$60.00/hour
Digital Level	\$15.00/hour
Water Pressure Recorder	\$35.00/day
Meals and Lodging	Per Diem Rate
Pix4D Survey Software	\$200.00/each
Virtual Surveyor Software	\$20.00/hour

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.
3. The Standard Hourly Rates are subject to annual adjustment.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Special Services	\$ 250.00/hour
Special Services – Accounting	\$ 175.00/hour
Expert Witness	\$ 280.00/hour
Public Involvement Specialist	\$ 125.00/hour
Principal Engineer III	\$ 295.00/hour
Principal Engineer II	\$ 285.00/hour
Principal Engineer I	\$ 270.00/hour
Sr. Project Manager	\$ 210.00/hour
Project Manager	\$ 190.00/hour
Engineer VI	\$ 190.00/hour
Engineer V	\$ 180.00/hour
Engineer IV	\$ 165.00/hour
Engineer III	\$ 150.00/hour
Engineer II	\$ 140.00/hour
Engineer I	\$ 130.00/hour
Engineering Assistant	\$ 75.00/hour
Sr. Engineer Tech II	\$ 125.00/hour
Sr. Engineer Tech I	\$ 115.00/hour
Engineering Technician	\$ 105.00/hour
Environmental Scientist	\$ 120.00/hour
Survey Manager	\$ 210.00/hour
Professional Land Surveyor II	\$ 185.00/hour
Professional Land Surveyor I	\$ 180.00/hour
Crew Chief II	\$ 125.00/hour
Crew Chief I	\$ 120.00/hour
Crew Member	\$ 105.00/hour
Survey Technician II	\$ 120.00/hour
Survey Technician I	\$ 115.00/hour
GIS Manager	\$ 145.00/hour
GIS Technician II	\$ 115.00/hour
GIS Technician I	\$ 100.00/hour
Engineering Designer I	\$ 135.00/hour
Cad Technician IV	\$ 125.00/hour
Cad Technician III	\$ 115.00/hour
Cad Technician II	\$ 105.00/hour
Cad Technician I	\$ 95.00/hour
Sr. Project Administrator	\$ 110.00/hour
Project Administrator	\$ 85.00/hour
Sr. Administrative Assistant	\$ 75.00/hour
Administrative Assistant	\$ 65.00/hour
No Charge Services	\$ 0.00/hour

TASK ORDER NO. 23-01

This is Task Order No. 23-01,
consisting of 6 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated _____, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	City of Bonners Ferry
c.	Engineer:	Welch Comer & Associates, inc.
d.	Specific Project (title)	Lift Station No. 5 Replacement
e.	Specific Project (description):	Owner wishes to relocate and construct a new Lift Station No. 5.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	N/A

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	Lift Station No. 5
Type and Size of Facility:	Existing lift station consists of duplex submersible pumps capable of approximately 250 gpm, equipped with 3 phase power and radio telemetry, receiving flows from Lift Stations 6, 7, and 8. The lift station pumps directly to the City's WWTP. The existing lift station is exhibiting signs of deterioration and

	the existing location is difficult to access and is near a railroad track alignment.
Description of Improvements:	The Owner intends to relocate the lift station to a new location in an area recently obtained from the railroad. The new station would consist of duplex or triplex pump system in a packaged lift station design, equipped with variable frequency drive(s) and standby generator.
Expected Construction Start:	TBD, dependent on funding
Prior Studies, Reports, Plans:	2013 Wastewater Facilities Master Plan, prepared by JUB Engineers.
Facility Location(s):	Approximately 1,300 feet north of V-49 Road, behind Super 1 Foods, along BNSF Railroad alignment
Current Specific Project Budget:	Approximately \$1-1.5 million
Funding Sources:	City Reserves, Community Development Block Grant (potential)
Known Design Standards:	City, IDAPA 58.01.16
Known Specific Project Limitations:	Area available recently obtained from railroad.
Specific Project Assumptions:	No modification to the existing facility plan will be required. IDEQ review is required. No additional right-of-way is assumed to be needed.
Other Pertinent Information:	N/A

3. SERVICES OF ENGINEER (“SCOPE”)

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
 - Exhibit A to Task Order, “Engineer's Services for Task Order,” as attached to this specific Task Order.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific

Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **Not Applicable.**

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **Not Applicable**

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
Preliminary Engineering Report	\$ 17,700	Lump sum
IDEQ Comment	\$ 1,100	Hourly
Funding Assistance	\$ 2,500	Hourly
Survey	\$ 4,000	Lump sum
TOTAL COMPENSATION	\$ 25,300	
Additional Services under Section 3.C above	(N/A)	Hourly

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer

may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- D. The hourly amounts billed for Engineer's services will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
- E. Engineer may alter the distribution of compensation between individual phases to be consistent with services actually rendered but shall not exceed the total amount unless approved in writing by the Owner.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

- A. N/A

9. EXHIBITS AND ATTACHMENTS:

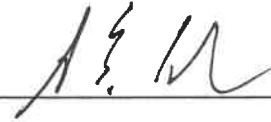
- A. Exhibit A to Task Order—Engineer's Services Under Task Order
- B. Exhibit B to Task Order—Task Order Deliverables Schedule
- C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order – Not included in this Task Order.
- D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form) – Not included in this Task Order.
- E. Other: NA

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER: City of Bonners Ferry

ENGINEER: Welch Comer & Associates, inc.

By: _____

By:  _____

Date: _____

Date: 5/12/23 _____

Print Name: _____

Print Name: Steven B. Cordes, P.E. _____

Title: _____

Title: Principal _____

Engineer's License or Firm's Certificate No. (if required): C-273 _____

State of: ID _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: Ashley Williams, P.E. _____

Title: _____

Title: Project Manager _____

Address: _____

Address: 330 E Lakeside Ave, ste 101

Coeur d'Alene, ID 83814

E-Mail
Addresses: _____

E-Mail
Address: awilliams@welchcomer.com

Phone: _____

Phone: 208-664-9382

PM
Approval: _____



EXHIBITS TO TASK ORDER

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EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

EXHIBIT C—RESERVED

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER – Not included

EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM) – Not included

EXHIBIT F—RESERVED

EXHIBIT G—RESERVED

EXHIBIT H—RESERVED

EXHIBIT I—RESERVED

EXHIBIT A—ENGINEER’S SERVICES UNDER TASK ORDER

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 1.03 Preliminary Design Phase 1
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 1.05 Bidding/Proposal Phase 3
 1.06 Construction Phase..... 3
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 2.02 Additional Services Requiring Owner’s Written Authorization 4

ARTICLE 1—BASIC SERVICES

- 1.01 Management of Engineering Services
- A. See Main Agreement, Paragraph 1.03.
1. Paragraph 1.03, Items A.1., A.2., A.5, A.6. shall not be included in this work.
- 1.02 Study and Report Phase – NOT USED
- 1.03 Preliminary Design Phase
- A. Not used.
- B. Upon written authorization from Owner, Engineer shall:
1. Review and assess all available Lift Station No. 5 Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner. Lift Station No. 5 Project information and data initially anticipated:
- a. Wastewater flow data for lift station from previous 5 years, in Excel format (daily and hourly, if available)
- b. Record drawings for existing lift station and for lift stations flowing to it. Record drawings and elevations for force main from lift station to WWTP.
2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer’s use in the preparation of a Preliminary Engineering Report.
3. Prepare a Preliminary Engineering Report in the following format: **Idaho Department of Environmental Quality (IDEQ), IDAPA 58.01.16, Section 411, as of May 2023 and shall include the following:**
- a. Coordination with Facility Plan
- b. Design Criteria
- 1) Wastewater flow rates (current and future/projected)

- 2) Influent characteristics
- 3) Sizing and configuration (pump, wetwell, overflow basin)
- 4) Redundancy provisions (including reliability and standby power analysis)
- c. Site Evaluation and Layout
- d. Instrumentation and Control System
- e. Emergency Operation
- f. Code Provisions
- g. Opinions of Probable Construction Cost
- h. Construction Schedule
4. Not used.
5. In preparing the Preliminary Engineering Report, use any specific applicable Lift Station No. 5 Project Strategies, as appropriate, pursuant to Owner's instructions.
6. Visit the Site as needed to prepare the Preliminary Engineering Report (1 site visit anticipated).
7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
8. Not used.
9. Not used.
10. Not used.
11. Not used.
12. Surveys, Topographic Mapping:
 - a. Conduct survey records research to calculate location of railroad right of way.
 - b. Perform field surveys in search of monuments or identifying the railroad right of way.
 - c. Update base map to reflect railroad right of way to a level suitable for design.
13. Funding Assistance:
 - a. Meet with PAC (Panhandle Area Council) and City regarding Community Development Block Grant application.
 - b. Provide pertinent preliminary information to PAC for development of the CDBG application.
14. Not used.
15. Not used.

16. Not used.
 17. Not used.
 18. Furnish the Preliminary Engineering Report and opinion of probable Construction Cost to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
 19. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
 20. Submit Preliminary Engineering Report (as revised) to IDEQ pursuant to the requirements of the Deliverables Schedule in Exhibit B.
 21. Revise the Report in response to IDEQ's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule. One iteration of comments from IDEQ is anticipated.
- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Engineering Report (as revised) and associated documents and revised opinion of probable Construction Cost.
- D. Assumptions
1. No modification to the existing Facility Plan will be required.
 2. Preparation of geotechnical report is excluded.
 3. The topographic survey has been completed previously under a separate contract.
 4. Sufficient monuments exist defining the railroad right of way.
 5. Site assessments such as wetland, cultural, or biological are excluded.
- 1.04 Final Design Phase – NOT USED (may be added by amendment)
- 1.05 Bidding/Proposal Phase – NOT USED (may be added by amendment)
- 1.06 Construction Phase – NOT USED (may be added by amendment)
- 1.07 Post-Construction Phase – NOT USED (may be added by amendment)

ARTICLE 2—ADDITIONAL SERVICES

- 2.01 Additional Services Not Requiring Owner's Written Authorization
- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
1. Not used.
 2. Not used.

3. Not used.
4. Not used.
5. Implement coordination of Engineer's services with other parts of the Lift Station No. 5 Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Lift Station No. 5 Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Not used.
7. Not used.
8. Not used.
9. Not used.
10. Not used.
11. To the extent the Lift Station No. 5 Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 1. Obtain or provide specified additional Lift Station No. 5 Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Lift Station No. 5 Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Lift Station No. 5 Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Lift Station No. 5 Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Lift Station No. 5 Project designed or specified by Engineer, or the Lift Station No. 5 Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Not used.
7. Services required as a result of Owner's providing incomplete or incorrect Lift Station No. 5 Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Lift Station No. 5 Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Not used.
13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing

services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

15. Not used.
16. Not used.
17. Not used.
18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Lift Station No. 5 Project or implementing other Electronic Documents protocols among Lift Station No. 5 Project participants.
19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01 (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Not used.
21. Not used.
22. Not used.
23. Not used.
24. Not used.
25. Not used.
26. Not used.
27. Not used.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Lift Station No. 5 Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Not used.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Not used.
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit 1 review copies of the Preliminary Engineering Report, and opinion of probable Construction Cost deliverables to Owner.	1.03.B.18	Within 60 days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Engineering Report, and opinion of probable Construction Cost deliverables to Engineer.	1.03.B.19	Within 14 days of the receipt from Engineer of Preliminary Engineering Report, and opinion of probable Construction Cost deliverables.
Engineer	Submit 1 copies of the revised Preliminary Engineering Report, and opinion of probable Construction Cost deliverables to Owner.	1.03.B.19	Within 14 days of the receipt of Owner's comments regarding the Preliminary Engineering Report, and opinion of probable Construction Cost deliverables.
Engineer	Submit 1 copies of the revised Preliminary Engineering Report, and opinion of probable Construction Cost deliverables to IDEQ.	1.03.B.20	Within 7 days of the receipt of Owner's approval of revised Preliminary Engineering Report, and opinion of probable Construction Cost deliverables.
Engineer	Submit 1 copies of the revised Preliminary Engineering Report, and opinion of probable Construction Cost deliverables to IDEQ.	1.03.B.21	Within 14 days of the receipt of IDEQ's comments regarding Preliminary Engineering Report, and opinion of probable Construction Cost deliverables.

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



TITLE 10 REWRITE

OVERHAUL OF CHAPTERS 1, 2 AND 4

AMENDMENTS TO CHAPTER 3





TITLE 10 REWRITE- WHY?


- ANTIQUATED QUOTE: NOT RELEVANT TO TODAY'S REGULATORY WORLD
- HARD TO ENFORCE/HOLD ACCOUNTABLE
- REQUIRED UPDATES- FOLDING POLICY INTO LAW.
- GROWING NEED TO ADDRESS LACK OF LAW:
 - EXPANSION OF INFRASTRUCTURE
 - NEED FOR CONSOLIDATION OF LANGUAGE
 - MUCH MORE.



TITLE 10 STRUCTURE


- THE STRUCTURE OF THE ORDINANCE HAS BEEN REBUILT TO:
 - INCLUDE UTILITY APPLICABLE STATEMENTS AND STANDARDS- WHICH APPLIES TO ALL.
 - SPECIFIC UTILITY STANDARDS WHICH APPLY WITHIN A SPECIFIC UTILITY ONLY.

CHAPTER 1- SPECIFIC TO ALL UTILITY SERVICES
CHAPTER 2- SPECIFIC TO WATER
CHAPTER 3- SPECIFIC TO SEWER
CHAPTER 4- SPECIFIC TO WATER SHORTAGE
CHAPTER 5- UNCHANGED – DEALS WITH GAS UTILITY





TITLE 10, CHAPTER 1 UTILITY SERVICES

- MAJOR UPGRADES INCLUDE:
 - PROVIDING FOR PURPOSE, APPLICABILITY AND BEST INTEREST (10-1-3)
 - COMMON WORD DEFINITIONS (10-1-4)
 - DEFINES WHAT PROPERTY IS THE CITY'S (10-1-5)
 - ELIGIBILITY OF SERVICES AND LIMITATION ON EXPANSION (10-1-6 &7)
 - INCLUDES SERVICE AREA
 - WHAT PROPERTIES ARE ELIGIBLE
 - SETS FORTH REQUIREMENT TO ANNEX FOR SERVICES TO BE GRANTED
 - PROVIDES FOR PROCESS FOR DETERMINING EXPANSION OF SERVICE
- 





TITLE 10, CHAPTER 1 UTILITY SERVICES

- MAJOR UPGRADES INCLUDE:
 - FOLDS IN AND INCLUDES THE BILLING POLICIES THAT HAVE BEEN ADOPTED BY COUNCIL, BUT NOT RECOGNIZED WITHIN ORDINANCE (10-1-8: 14)
 - HANDLES HOW METERS ARE OWNED, MAINTAINED AND OTHER WISE UPGRADED

TITLE 10, CHAPTER 1 UTILITY SERVICES

- MAJOR UPGRADES INCLUDE:
 - PROVIDING FOR COMMON STANDARDS FOR CONSTRUCTION OF UTILITY LINES (10-1-18):
 - PROVIDES FOR ENFORCEMENT, PENALTIES AND APPEALS/MEDIATION.
 - ALSO ADOPTS BY REFERENCE THOSE STANDARDS SPECIFIC TO THE UTILITY. STAFF WILL WORK ON THESE AND BRING FORWARD THOSE STANDARDS FOR ADOPTION BY RESOLUTION.





TITLE 10, CHAPTER 2 WATER

- MAJOR UPGRADES INCLUDE:
 - REMOVING THE WATER SHORTAGE POLICY TO ITS OWN CHAPTER (CHAPTER 4)
 - PROVIDING FOR CHAPTER SPECIFIC DEFINITIONS (10-2-3)
 - MOVING SPECIFIC BILLING RATES ISSUES INTO CHAPTER AND REMOVED REFERENCES TO FEES AND BILLING DATES (10-2-8:9)
 - PROVIDED FOR APPLICANT'S PROCESS FOR SEEKING CONNECTION TO THE WATER SYSTEM (10-2-15)
 - SETS FORTH STANDARDS FOR HOW SERVICES LINES ARE ARRANGED, AND HOW BRANCH SERVICES ARE DEALT WITH (10-2-17:18)

TITLE 10, CHAPTER 2 WATER

- MAJOR UPGRADES INCLUDE:
 - INCLUDES THE CROSS-CONNECTION PROHIBITION AND
 - BACKFLOW PREVENTION AND TESTING REQUIREMENTS (10-19:20)
 - PROVIDES REQUIREMENTS FOR HOW TO MAINTAIN, MOVE, USE OR INSTALL FIRE HYDRANTS (10-2-24)
 - EXTENSION OF UTILITY IS REFERENCED TO CHAPTER 1 (PREVENTS REDUNDANCY).





TITLE 10, CHAPTER 3 SEWER

- **CHANGES INCLUDE:**

- CITY COMPLETED MAJOR UPDATES IN 2021 WITH ORDINANCE 603.
- SEWER MODIFICATION ARE MINIMAL AND INCLUDE
 - ADDITION OF THE SEWER SURVEY STUDY INCORPORATING ORD. 372
 - REMOVAL OF REDUNDANCY LANGUAGE
 - DEFINITIONS
 - ELIGIBLE SERVICES
 - PUBLIC CONSTRUCTION AND EXTENSION
 - APPLICATION FOR EXTENSION
 - CONSTRUCTION STANDARDS

TITLE 10, CHAPTER 3 SEWER

ANNUAL SEWER STUDY 10-3-14

PROVIDES AUTHORITY

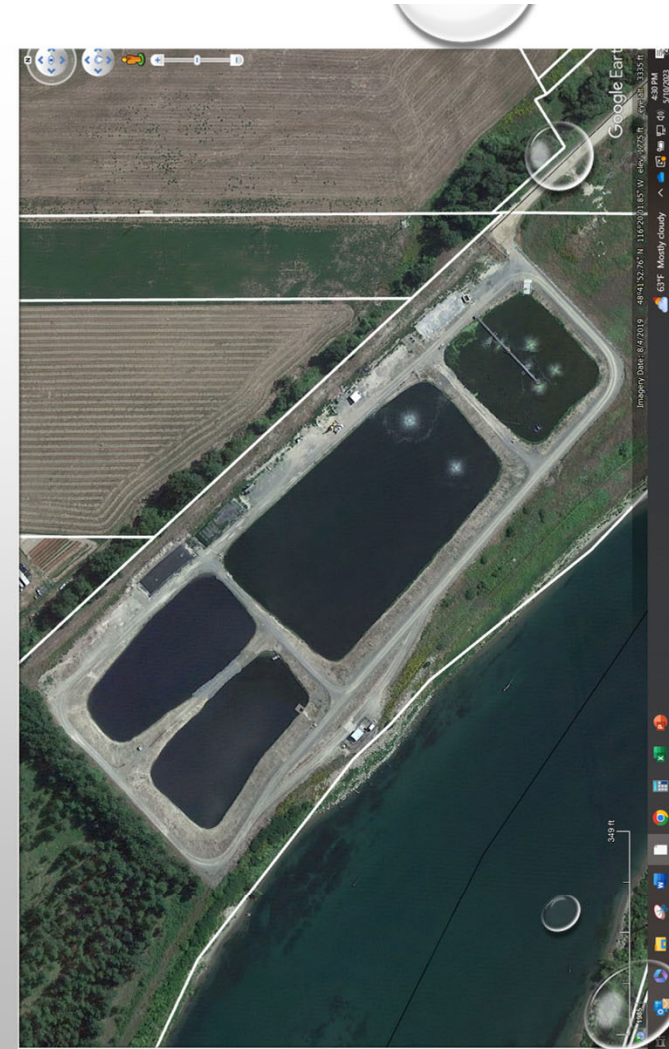
ESTABLISHES EDU ASSIGNMENT

PROVIDES EQUATION FOR ESTABLISHING SEWER RATES.

ADDRESSES WATER LEAKS AND ASSIGNMENT OF RATES.

DETERMINATION OF CUSTOMER

HOW TO ADDRESS GRIEVANCES.





TITLE 10, CHAPTER 4 WATER SHORTAGE

- MAJOR UPGRADES INCLUDE:
 - PREVIOUSLY PLACED FOUND UNDER CHAPTER 2. HOWEVER IT DIDN'T REALLY "FLOW" EFFICIENTLY. AFTER REORGANIZATION OF THE CHAPTERS, IT WAS BEST PLACED IN ITS OWN CHAPTER.
 - THE REORGANIZATION OF THE CHAPTER ALLOWS FOR THE SHORTAGE TO GAIN MORE ATTENTION AND UNDERSTANDING.

TITLE 10, CHAPTER 4 WATER SHORTFALL

MAJOR CHANGES-

SUBSECTIONS OF EXISTING ORDINANCE BECOMES SECTIONS OF CHAPTER. FOR EXAMPLE, SECTION B BECAUSE 10-4-2.

THIS ALLOWS FOR EASE OF FINDING RESPECTIVE SECTIONS QUICKLY.

KEEPS VIOLATIONS SEPARATE FROM OTHER CHAPTERS.

OVERALL, NOT MUCH SUBSTANTIAL TEXT CHANGE, JUST REORGANIZATION.





"Now what?"

SO, NOW
WHAT?



READY FOR ADOPTION?

- I.C. REQUIRES THREE READINGS OF AN ORDINANCE BEFORE ADOPTION.
- COUNCIL CAN SUSPEND RULES AND ADOPT.
- STAFF SUGGESTS DOING ALL THREE READINGS, OR AT LEAST TWO. TO ALLOW THE PUBLIC MORE TIME TO READ AND COMMENT.
- STAFF HAS PROVIDED 1ST READING ON AGENDA TONIGHT.

ORDINANCE NO. _____

TITLE 10: UTILITIES SERVICES

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO REPEALING AND REPLACING TITLE TEN, CHAPTERS ONE (1), TWO (2), AND FOUR (4) IN THEIR ENTIRETY, AMENDING CHAPTER THREE (3) TO INCLUDE A NEW SUBSECTION CALLED “ANNUAL SEWER STUDY,” AND STRIKING THOSE SECTIONS THAT ARE REDUNDANT IN CHAPTER ONE (1); PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Idaho Municipal Corporations Title 50, Chapters 3 and 9 provide authority for the City of Bonners Ferry to adopt ordinances; and,

WHEREAS, the city owns and operates an electric generation, transmission and distribution system, a water treatment and distribution system and a wastewater collection and treatment facility with the intended purposes to serve a public use and promote the health, safety, prosperity, security and general welfare of the citizens and customers of the city of Bonners Ferry, and

WHEREAS, the city has determined that existing ordinances are outdated and inconsistent with the current practice of maintenance and operation of the city system, and

WHEREAS, this ordinance sets forth uniform requirements for all users of the publicly owned electric, water and sewer systems for the city of Bonners Ferry and enables the city to comply with all applicable state and federal laws and the general pretreatment regulations.

NOW THEREFORE, be it ordained by the Mayor and the Council of the City of Bonners Ferry, Idaho, as follows:

SECTION 1: ADOPTION: That Bonners Ferry City Code, Title 10 Utilities, Chapters 1, 2 and 4 are hereby repealed and replaced in their entirety and Chapter 3 is hereby adopted as amended. New language within Chapter 3 will be shown as underlined and language which is removed will be shown as ~~stricken~~. This ordinance shall repeal all of Ordinance 372 in its entirety and all other ordinances which may conflict with this ordinance.

CHAPTER 1

UTILITY SERVICES

10-1-1 PURPOSE

To protect the health, safety and general welfare of the public, the city of Bonners Ferry deems it necessary to control the use and connection to the municipal water, wastewater and electrical and waste disposal systems. To protect the health, safety and general welfare of the public and to comply with the city's obligations under law to provide an equitable system of rates and fees with the view toward attempting to make the city's utility systems self-supporting, there is established a system of periodic rates and fees for the purpose of equitably imposing upon all users the costs and expenses of operation, maintenance, repair and replacement of the municipal water, wastewater and electrical systems.

10-1-2 APPLICABILITY

This ordinance shall apply to all users of the publicly owned utility systems; provides for eligibility, monitoring, compliance, and enforcement activities; establishes administrative review procedures; allowances for setting rates, billing and recovering costs; and requires user reporting.

10-1-3 BEST INTEREST

The city reserves the right to deny connection, expansion of or modification to, the city utilities systems where it is deemed by the city, or its affiliates, to not be in the best interests of utility or its customers to do so. In execution of this section the city may provide written communication indicating the reasons for which it may or may not be in the best interest or the City Council shall provide so in the form of an official record.

10-1-4 DEFINITIONS

As used within the entire TITLE 10, the following words and terms shall have the meaning ascribed to them in this section:

ACCOUNT HOLDER: That person who is listed on the account and/or is responsible for payments on the utility account.

CAPITILZATION FEE or CHARGE: Is a one-time charge paid by new development to finance construction of public facilities needed to serve them. These fees are intended to provide funds to the utility to finance all or a part of the capital improvements needed to serve new customer growth on the utility.

CITY: The city of Bonners Ferry, Boundary County, Idaho, or its authorized or designated agent, representative or deputy.

CITY ENGINEER: The engineers appointed by and acting for the council, who shall be an Idaho registered civil engineer.

CONTIGOUS LANDS: Those lands adjacent to the city's incorporated boundary

CONTRACT SERVICE AREA: That area in which electric customers are served outside city limits by contract or agreement.

CUSTOMER or USER: The owner of a residence, building, structure, or tenant of a single service connection of a residence, building or structure who has made application and who has been accepted under the terms of this chapter and who receives utility from the city. Those structures with multiple connection services the owner shall be considered the Customer or User.

DOOR HANGER: A city form or notice, wherein the account holder or customer is notice of a delinquent account and a city staff member placed the notice at the physical property where the account is located.

EXPANSION OF SERVICE: Expansion of service includes the upsizing of service line(s), extension of water or sewer mains, additional water or sewer taps, connections, or capacity for any parcel of land including the expansion or addition of new buildings.

FEE FOR SERVICE: Any fee for service set forth and paid to the City shall be to provide sufficient revenue to pay the operation and maintenance, to repay bonded indebtedness and provide for the reserve fund for said system.

IMPLIED CONSENT: Is calid consent to annex lands connected to water or wastewater collection system operated by the city if the connection was requested in writing by the owner, or the owner's authorized agent, or the connection was completed before July 1, 2008.

INACTIVE SERVICE OR ACCOUNT: An account which has been disconnected and inactive for 30-days or more. Inactive accounts have been placed in inactive status by the customer or the property owner. An inactive service or account is still liable for monthly base rate charges, even if no utility use is consumed.

LANDWONER: That person(s) who is listed as the current owner of the property by deed.

MAY: Is permissive.

OWNER: Property owner or authorized person who is responsible for maintenance and care of private property.

SERVICE AREA: The city of Bonners Ferry incorporated city boundaries or by contract with the property owner.

SERVICE CONNECTION: Is the connection owned by the individual property or account owner. It is the lateral connection from the city owned utility line to the property or building.

SHALL: Is mandatory.

SUPERINTENDENT: The person who has been hired by the city to manage the respective utility department.

USPS: United States Postal Service.

10-1-5 PROPERTY OF THE CITY

A. All public sewer mains, pipelines, conduits, catch basins, manholes, clean outs, sewer interceptors and sewer outfalls, lift stations, pumps, structures, mechanical equipment and facilities for the treatment and disposal of sewerage or sewage byproducts located in any street, alley or easement in the city shall belong to the city.

- B. Lateral sewer lines, as defined herein, even within the public right-of-way, shall not be owned or maintained by the city and shall be owned and maintained by the property owner served by the line, including maintenance of the main service tap.
- C. The city shall be responsible for that portion of the utility from the main line to the meter. The property/account owner shall be responsible for everything from the meter to the structure. The city shall own and maintain any meter. Any upgrades or changes to the meter shall be done so at the direction of the city, unless otherwise provided for within the chapter. Any cost associated with meter replacement may be charged to the account holder.
- D. If no meter exists, then the city shall not have responsibility beyond the city utility main line.

10-1-6: ELIGIBLE SERVICES

A. ELIGIBLE PROPERTIES:

- 1. Only those properties located within the city’s service area shall be eligible for new water or sewer service connections by the city water and sewer department. Existing services located outside of the city’s service area shall be allowed to continue, provided they do not require an expansion of service as defined.
- 2. The city shall not provide water or sewer by contract outside of the city limits.
- 3. Those properties receiving city water or sewer services outside city limits, imply consent to annex by receipt of such services. Any future annexation shall be done in accordance with all Idaho statutes.
- 4. Electric service: Any property which can be served by the city through agreement or contract.

B. SERVICE AREA:

- 1. The city services area for water and sewer services is the incorporated boundaries of the city of Bonners Ferry.
- 2. The city service area for electric shall be by contract or agreement with the property owner and the city when outside of the city limits.

C. LANDS CONTIGUOUS TO SERVICE AREA: Lands contiguous to the incorporated city limits shall first be annexed before sewer or water service is provided or extended to those properties.

10-1-7: EXPANSION OF SERVICES OUTSIDE CITY LIMITS, NOT ALLOWED

A. No existing water or sewer service located outside of the city service area shall be expanded without first being incorporated into the city limits.

B. EXPANSION OF SERVICE: The City Administrator and/or City Engineer shall have final decision over whether circumstances around a property qualifies as an expansion of service.

- 1. In deciding as to whether a property qualifies as an expansion of services the City Administrator or Engineer shall first determine if the circumstances around such expansion of services meets the definition as provided in section 10-1-3.
- 2. If the determination has been made that an expansion of service will occur, then the City Administrator or City Engineer shall require the property first be annexed before receiving any city water or sewer services.
- 3. If the determination has been made that an expansion of services has not or will not occur, then the city administrator or engineer shall document to the requestor the decision along with those findings in which the determinations is made.

4. Any final, written administrative decision made pursuant to this title shall be considered final unless appealed by an affected person to city council. The appeal process shall follow the same standards as listed at 10-1-20, of Bonners Ferry City Code.

10-1-8 CAPITALIZATION CHARGE, NEW ACCOUNTS, PREVIOUS ACCOUNTS, NEW SERVICE CONNECTIONS

- A. **CAPITALIZATION CHARGE:** Any new development on to the city's system is subject to a capitalization charge. This fee is developed by the city and charged to the customer or requestor at the time the services is applied for. The purpose of the capitalization fee is to assess new customers their proportionate share of the cost of infrastructure required to provide them service by the utility.
 1. The capitalization fee or charge shall be set forth by the city council on the official fee schedule. The fee may vary depending on each utility.
- B. **NEW ACCOUNTS:** Any new customer shall request a new account by using a city utility service form or application. The application, once prepared, shall be submitted to the city with any and all documents that the city requires in order to process the application. Those can include, but are not limited to, the following:
 1. Warranty Deed or lease agreement
 2. Photo identification
 3. Required fees and deposits set forth on the official fee schedule.
- C. **PREVIOUS ACCOUNTS:** A Customer who has a prior account with the city that has been closed or retired and has a balance owing or a balance in collection, shall pay all past-due balances before opening a new account with the city.
- D. **NEW SERVICE CONNECTIONS:** A customer may seek a new service connection on a form provided by the city. The city has the right to review, approve or deny service connections if it deems it not in the interest of the city to allow such connection, in concert with any standards or requirements within the specific utility.

10-1-9 DEPOSIT REQUIRED FOR SERVICE CONNECTIONS

The Departments of water, sewer, and electricity, or any one or more of them, may require advance deposits before providing customer service. The deposit is used by the utility to schedule, purchase, and otherwise prepare for the service line connection to the city system. The deposit will be shown as a line of credit on the final invoice by the city for the actual cost of connecting to the city utility.

10-1-10 SECURITY DEPOSIT ON NEW ACCOUNTS

- A. **SECURITY DEPOSIT REQUIRED:** All new utility accounts are required to submit a security deposit on the account up setup, unless an acceptable letter of credit is provided as described in subsection C of this section, or the customer enrolls in autopay.

The deposit will be collected at the time of application, of which the amount shall be set forth by the official fee schedule as adopted by resolution by the council.

- B. **PAYMENT ARRANGEMENT:** If payment arrangement is needed on the deposit, a minimum of fifty percent of the deposit amount will be collected at the time of application and the remaining amount by the due date of the first billing cycle on the account. Payment of deposit will take priority and the remaining amount will be applied to utility service balance.
- C. **SECURITY DEPOSIT WAIVER:** The security deposit will only be waived on accounts if the customer has the previous twelve (12) months of consistent full, on-time payment history with the city or the city has received some form of communication acceptable to the city, from the previous utility company, documenting the previous twelve (12) months of consistent full, on-time payment history. This letter must show historic payment obligations for a like-sized account.
- D. **RETURN OF DEPOSIT:** After twelve (12) continuous months of non-delinquent payment of the monthly bill by the customer for the utility requiring a deposit, such deposit shall be applied to the customer's account. If the customer closes an account, the deposit is applied at closing. Refunds are mailed to the customer if the account balance results in a credit and there are no other active accounts of the customer (Ord. 537, 12-3-2013).
- E. **INTEREST:** No interest will be paid to customers on security deposits.
- F. **BANKRUPTCY:** If a customer has previously declared bankruptcy while a utility customer of the City of Bonners Ferry, the security deposit required shall double. Additionally, the deposit shall not be refunded to the account until there has been twenty-four (24) months of full, on-time full payments or when the account is closed.

10-1-11 BILLING FOR SERVICES

The City shall reserve the right to bill for monthly services for each utility and shall do so in accordance with the City's billing policy as adopted by resolution by City Council.

- A. **NON-SUFFICIENT FUND (NSF) POLICY:** When the City receives an NSF for auto-pay or a check, the payment is cancelled from accounts receivable and the customer is charged a NSF fee in accordance with the city's official fee schedule. The City Clerk will advise the Police Department of NSF checks when appropriate. The City is not responsible for any other NSF fee charged to the account holder by any other entity which charges the customer a NSF fee.
- B. **NOTIFICATION:** The Clerk will notify the account holder or customer of the NSF. In the event that the Clerk is unable to contact the person(s), He/She shall then notify the account holder by means of a door hanger to inform them of the NSF.
- C. **LANDLORD/RENTAL DWELLING TRANSFER OF SERVICE:** Upon a tenant vacating a property the utility accounts shall revert back to the landlord's name or property manager. The landlord/property manager may contact the City at any time to request the status of the tenant's account.
- D. **TENANT'S LIABILITY:** If the service is placed in the landlord's name and the tenant has outstanding utility bills, the tenant will be subject to the collection process.
- E. **METER READING:** Meters are read monthly or when a final read is necessary.
- F. **ESTIMATED BILLING:** When the City is unable to gain reasonable access to a meter or when the meter collection system fails, the city will estimate the reading for a billing period based on the historical usage of that service.

- G. **RETIRED SERVICE:** A service may be retired by written request of the property owner. When a service is retired, meters will be removed. Request for service at a location from which a service has been retired shall be required to install a new service.

10-1-12 PAYMENTS

- A. **DUE DATE:** Payments for charges on the utility bill shall be made-due on the thirtieth (30th) of each month of that month's bill date, or as provided for in the city's utility billing policy adopted by council. February's bill shall be due on the last day of the month, or as otherwise provided for within the city's utility billing policy adopted by council.
- B. **PAYMENT ARRANGEMENTS:** Customers who cannot make full payment shall make payment arrangements in accordance with this chapter. Failure to do so may result in the account being delinquent and being disconnected, as provided for in accordance with this chapter.
- C. **REQUESTS FOR BILLING:** Customers may request to be billed in any method as provided for within the city's utility billing policy. If the customer makes no request, the customer shall be sent notice of charges through USPS mail.
- D. **RECEIPT OF BILL IS NOT CAUSE FOR NON-PAYMENT:** Not receiving an invoice or bill from the city via the approved or requested method does not deprive the customer of paying any charges accrued on the account. Failure to make payment, even if the customer claims it was not received, is grounds for the city to take action to disconnect the account or send the account holder to collections in accordance with this chapter.

10-1-13 CLOSED ACCOUNTS, DELINQUENT ACCOUNTS, DISCONNECTIONS

A. CUSTOMER REQUESTED CLOSURE:

1. To close an account, a customer must complete a request to discontinue utility services on a form provided by the city. The account will remain in the customer's name until the city has received the completed form.
2. The customer will continue to receive a bill for account charges until the account is paid for in full or turned over to a collection agency.
3. Accounts closed due to non-use, delinquency, or at the request of the customer, may require the service to be updated to any new standards the city has adopted since the account originated.

B. CLOSURE BY NON-USE.

1. When an account has been inactive for thirty (30) days, the account will be closed and any past due balances sent to collection, pursuant to standards adopted by resolution.
2. Reconnection of an account closed due to non-use will require a new application and payment of all associated fees and deposits, including any past fees not collected or due to the city.

C. DELINQUENT ACCOUNTS

1. Account or balances over an amount set by Councils (see official fee schedule) and past due by thirty (30) days, shall be considered a delinquent account.
2. If an account is not brought current or remains delinquent over the thirty (30)-day time frame provided in this chapter, and a payment arrangement has not been approved by the city, then the city shall prepare a Door-Hanger, for placement on the physical property notifying the property

that the utility account that is delinquent and will be shut off on a date specified on the door hanger.

3. The door hanger shall note the time and place where payment shall be made before disconnecting of the property is done.
4. The city will charge a "Door hanger fee," in accordance with the adopted fee schedule, each time city employee is required physically notice the property is delinquent.
5. An account that is not brought current shall be disconnected in accordance with subsection E of this section.

D. PAYMENT ARRANGEMENTS

1. A customer may request a payment arrangement for delinquent accounts, but first must pay a minimum of twenty-five percent, (25%), of the past due amount.
2. Any remaining balance of the past due amount will be due within thirty (30) days of the payment arrangement being made.
 - a. No new payment arrangements will be allowed if the previous payment arrangement was not paid or completed in the time frame accepted by the city.
 - b. If the payment arrangement is not completed by the account holder, then a door hanger is then placed on the address of the delinquent account.
 - c. Any aggrieved account holder may appeal the staff's decision in accordance with section 10-1-20 of this chapter.

E. DISCONNECTIONS AND RECONNECTIONS

1. The city may immediately and without notice disconnect services for the following reasons:
 - a. Broken payment arrangements
 - b. Diversion or unauthorized use of city utility services.
 - c. Discovery of a condition determined by the City to be hazardous.
 - d. Violation of and/or noncompliance with any applicable Federal, State or other local laws, regulations and codes.
 - e. Discovery of meter tampering.
 - f. Other circumstances where public health and/or safety is at risk.
2. Disconnections for routine maintenance during normal working hours by the request of the customer can be made by the account holder or customer at no cost to the customer, provided the disconnect can be completed within two (2) working hours in a single business day and can be accommodated within ten (10) working days of the request.
3. Disconnection for routine maintenance outside of normal business hours or have to be accommodated within a ten (10) working daytime frame, or that take longer than two (2) working hours in a business day, will be charged actual costs of labor expended for such work to be completed.
4. Delinquent accounts shall be disconnected after failure to make an account current in payment after notice is provided by the city.

5. City staff shall cause the delinquent account to be shut off or the meter removed for accounts that remain delinquent. The city may at any time remove the meter from the property if the account is not brought current.
6. A customer can delay termination of service for an additional thirty (30) days from the scheduled disconnect date by obtaining a certificate from a doctor or public health official stating that a medical emergency would exist if a medical condition would be aggravated if the service is turned off. The certificate must be signed by the person diagnosing the medical conditions and must name the person affected.
7. Reconnection of a property after being disconnected for non-payment shall not be reenergized or reconnected until the service is brought up to current Idaho State or National Code requirements, or any city standards.
8. All charges, fines or penalties shall be paid in full before reconnection or account activity is reinstated.

10-1-14 OVERDUE AND INACTIVE ACCOUNTS:

- A. In-Active accounts, as defined in section 10-1-3, are still liable for monthly base rates as provided for within the official fee schedule adopted by the city council from time to time.
- B. In the event that a utility's customer is listed as the debtor on two (2) or more accounts, if one such account is no longer active or in-use but a balance is owed on such account, the city may transfer the balance of the inactive account to another active account of the same customer, the inactive account may be closed, and the balance shall be due in accordance with the terms of the active account. (Ord. 537, 12-3-2013)

10-1-15 FORFEITURES

[RESERVED]

10-1-16 METERS

- A. OWNERSHIP OF METERS: All water meters installed or accepted by the city shall remain the property of the city and may be removed or replaced by the city at any time.
- B. MAINTENANCE OF METERS: The city shall maintain and repair all the meters. Where replacement, repair or adjustment of any meter is rendered necessary by the act, neglect or carelessness of the owner, occupant or tenant, any expense incurred by the city thereby shall be charged and collected against the customer. Water services may be discontinued until the meter is repaired.
- C. METER LOCATION AND ACCESS: Meters shall be located near the customer's property line closest to the street where the source water main is located or as directed by the superintendent of the utility. Adjacent areas next to meters shall be kept free of trees, shrubbery, or other obstructions, including debris, snow or other items which may bury the meter. Failure to comply with this ordinance may result in charges for locating, cleaning or removing vegetation if cost is incurred by the city.

- D. **METER ADJUSTMENTS:** Any adjustment whatsoever of a meter shall only be done with the express written consent of the city official in charge of the water department. Furthermore, all city water system taps shall be by the city or under the supervision of the water superintendent.
- E. **METERS IN STRUCTURES:** No meter shall be located within a structure without written approval by the city. If a meter is located within a private structure, the city shall obtain free right of access at all times to said meter.

10-1-17 METER UPGRADES REQUIRED

- A. Notwithstanding specific requirements within the utilities chapters, any account which is shut-off, discontinued, retired or otherwise removed from the city system shall be upgraded to the city's current system, if it is otherwise determined to be nonconforming by the city.
- B. Any cost associated with an upgrade shall be borne by the account holder. If the request is made by the account holder to install a new meter, the city shall bill the account holder for all costs associated with the installation and upgrade.
- C. No service shall be reinstated or activated until such measures, meters or other required elements of the system upgrades have been completed and installed to the satisfaction of the city.

10-1-18 PUBLIC UTILITY SYSTEM CONSTRUCTION OR EXTENSION

- A. **LICENSED CONTRACTORS:** Only Idaho Public Works licensed contractors shall be authorized to perform the work of public utility construction within the city. The contractor must also be licensed at the appropriate level based on construction cost and Idaho Statute requirements. All terms and conditions of the approval issued by the city to the applicant shall be binding on the contractor.
- B. **PERMISSION TO EXTEND:** The mayor and council may authorize the construction or extension of public utility in accordance with this Title. No person shall construct, reconstruct, extend or connect to any public sewer without first obtaining written approval from the city and paying all fees and connection charges and furnishing bonds as required therein. Any person or entity constructing within the city's rights-of-way shall first obtain a right-of-way permit from the city.
- C. **ADOPTED DESIGN STANDARDS:** Staff shall require compliance with any specific standards of the utilities as adopted from time-to-time by resolution of the city council.
- D. **CONSTRUCTION AGREEMENT:** The city council may enter into development and construction agreements with the landowner, developer and/or installer to ensure the public system is protected overall.
- E. **ADOPTION OF ISPWC:** The City by reference hereto adopts the latest edition, and subsequent editions thereto, the Idaho Standards for Public Work Contractors, (ISPWC) for City utility construction. All utility extensions or modification shall be designed, constructed and installed to this standard.

10-1-19 APPLICATION FOR UTILITY CONSTRUCTION AND/OR EXTENSION

- A. **APPLICATION:** An application with completed construction plans showing profiles and specifications, complying with all applicable ordinances, rules and standards, showing all details of the proposed work based on an accurate survey of the ground prepared by an Idaho registered civil engineer shall be submitted to the city for review.

- B. **PLAN APPROVAL:** The application, together with the plans, profiles and specifications shall be examined by the city engineer who shall approve them as filed or require them to be modified as they deem necessary for proper installation.
- C. **STATE SUBMISSION AND APPROVAL:** Once plans and specifications are approved by the City Engineer, the applicant must then submit the plans and specifications to the respective Idaho State office, if applicable, for approval.
- D. **ISSUANCE TO CONSTRUCT:** When the City Engineer and/or the State of Idaho is satisfied that the proposed work is proper and the plans, profiles and specifications are sufficient and correct, he/she shall order the issuance of a permit predicated upon the payment of all connection charges and fees, and furnishing bonds as required by the city. The permit shall prescribe such terms and conditions as the council finds necessary in the public interest.
- E. **COMPLIANCE WITH REGULATIONS:** Any person constructing within a city street shall comply with all state and city laws, ordinances, rules and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protecting of trenches, backfilling and repaving thereof and shall obtain all permits and pay fees required by the department having jurisdiction.
- F. **MODIFICATION OF STANDARDS / AS-BUILTS:**
 - 1. The City Engineer may permit modifications or may require higher standards where unusual conditions are encountered.
 - 2. As-Built plans are required to be submitted to the city. No less than two (2) sets of As-Builts drawings showing the actual location of all mains extensions, wyes and laterals shall be filed with the city before final acceptance of the work is completed.
- G. **EXCAVATIONS**
 - 1. **Safety Devices:** The applicant or contractor shall maintain such barriers, lights and signs as are necessary to always give warning to the public that a utility is under construction and of each dangerous condition to be encountered as a result thereof. They shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the utility.
 - 2. **Restorage of the Excavated Area:** Streets, sidewalks, pathways and other property disturbed in the course of the work shall be reinstalled in a manner satisfactory to the city.
- H. **TESTING OF COMPLETED UTILITY LINE:** Before any acceptance of any sewer, water or electrical line by the city and prior to the admission of any services into the city system, the utility line shall be tested and shall be completed in full compliance with all city and state regulations and to the satisfaction of the City Engineer.
- I. **SEWER LIFT / WATER BOOSTER STATIONS:** In areas and subdivisions where elevations do not allow gravity flow to, sewer lift or water booster stations shall be required. Required sewer lift stations and/or water booster stations must be constructed to the city standards and policies as adopted or amended from time to time.

10-3-20 ENFORCEMENT

The city may take all measures as deemed fit to ensure the public system is protected from violations of this Title.

- A. **NOTIFICATION OF VIOLATIONS:** Whenever the City finds that any persons who have violated the prohibitions of this Title, the City may cause to be served upon such person a written notice (either personally or by certified or registered mail, return receipt requested) stating the nature of the

alleged violation. Within fifteen (15) days of the date of receipt of the notice, the person(s) shall respond personally or in writing or by certified or registered mail, return receipt requested, to the City, advising of its position with respect to the allegations.

- B. PLANS FOR CORRECTION: Thereafter, the person shall be given the opportunity to meet with a representative of the City to ascertain the veracity of the allegations and establish a plan for the satisfactory correction of the violations and preclusion of a recurrence thereof.

10-1-21 PENALTIES

- A. Any person found to be violating any provision of this Title shall be served by the city with written notice stating the nature of the violation and provided a reasonable time limit, but in any event not to exceed ninety (90) days, for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- B. The city shall have the authority to issue warnings and invoke administrative sanctions as deemed proper by the city. Including, but not limited to, disconnection of the utility from the property.
- C. Any person violating any of the provisions of this chapter shall become liable to the city for any expense, loss or damage caused by the city by reason of such violation.

10-1-22 APPEALS/MEDIATION

- A. APPEALS AND REVIEW: Any person aggrieved by a ruling of City, respecting the interpretation of this act or any officer, department of the city concerning the interpretation of this act may take an appeal to the council in the following manner:
 - 1. Such appellant shall, within fifteen (15) days after staff makes the decision, file a written notice with the city clerk, together with a filing fee as hereinafter required. The city clerk shall forthwith transmit to the council all papers constituting the record upon which this action was taken.
 - 2. The council, upon receipt of any notice of appeal, shall fix a reasonable time for the hearing of the appeal.
 - 3. The council shall hear and decide the appeal within a reasonable time but in no event more than forty-five (45) days after its final adjournment of the hearing. At the hearing, parties in interest may appear in person or by agent or attorney and testify and offer evidence and material relevant to the issue.
 - 4. The council may reverse or affirm, in whole or in part, or may modify the order, requirement, decision or determination as, in its opinion, ought to have been made on the premises.

10-1-23 STANDARDS FOR ADMINISTRATION, ADOPTED BY REFERENCE

The city shall, from time to time, adopt certain policies and procedures for administrating the utilities, which shall be modified as needed to best manage the respective department. The policies and procedures, as included by reference herein, shall serve as the city basis for directing staff and customers on connections, extensions, billing and other day-to-day activities. Those policies include, but are not limited to, the following:

- A. Electric Service Standards
- D. Water Service Standards
- E. Sanitary Sewer Standards
- F. Road Standards

CHAPTER 2

WATER

10-2-1 DEPARTMENT ESTABLISHED

A Water Department is hereby established. The officers and other employees shall consist of a Superintendent and other such personnel as the council may from time to time deem necessary for the efficient administration of the same.

10-2-2 PURPOSE; GENERAL PROVISIONS

The purpose of this Chapter is to:

- A. Establish reasonable rules and regulations for the operation of the Water Department of the City.
- B. Establish reasonable fees to be charged to customers receiving water service and provide fair, orderly, and efficient procedures for collection and termination of delinquent accounts.
- C. Establish a fair and equitable means of having all persons who hook into or receive direct and immediate benefit from water mains throughout the city by requiring owners to participate in the capital cost and maintenance of water mains fronting and providing benefits to properties and the general operation of the water system, including fire protection and other health and safety benefits.
- D. Establish fair and equitable charge for the actual cost of material and labor expended by the City whenever City crews install water service or do maintenance for a customer.
- E. Protect public health and welfare by maintaining quality water to the city and controlling cross-connections or other sources or potential sources of contamination to the water supply.
- F. Provide clean, efficient, and adequate water system for residents and customers of the city.

10-2-3 DEFINITIONS

BACKFLOW: The flow of water or other liquids, mixtures, or substances into the distributing pipes of a potable supply of water from any source or sources other than its intended source.

BACKFLOW PREVENTION ASSEMBLY: A backflow preventer which is testable.

CONTAMINATION: The presence of any foreign substance (organic, inorganic, radiological or biological) in water that tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water.

CROSS CONNECTION: Any physical connection between the city's system and another water supply.

EMERGENCY: An unexpected event not routinely occurring in the course of the operation of the system resulting from damage to or failure of the system or some part thereof or a user's system attached thereto and supplied by the system or an event in the area surrounding the system that either causes damage to or contamination of the system or threatens such damage or contamination. Or an event that requires a major portion of the water delivery capacity of the system be diverted and applied to the protection of persons or property against an event damaging or threatening damage to the health and welfare of persons or property served by the system.

SHORTAGE: Any circumstances resulting in the actual or reasonably expected demand for water exceeding the capacity for the system to deliver water to the users and maintain sufficient reserves for the public health and safety of persons and/or property served by the system

WATER SERVICE LINES: That portion of water line that connects the building or structure water to the city main.

10-2-4 ELIGIBLE SERVICE

- A. Eligible Properties as defined in section 10-1-5 of this title are eligible for new services. Existing services located outside of the city's service area shall be allowed to continue, provided they do not require an expansion of service as defined in section 10-1-6 of this title.
- B. Lands contiguous to the incorporated city limits shall first be annexed before water service is extended or expanded to those properties.
- C. Expansion of service includes upsizing of service line(s), extension of water mains, additional water lateral taps or connections for a parcel of land or the addition of a new building.
- D. Pursuant to section 10-1-6, the City Administrator and/or City Engineer shall have final decision over whether a circumstance qualifies as an expansion of service.

10-2-5 PROPERTY OF THE CITY; UNLAWFUL TO SELL

- A. In addition to those standards listed at 10-1-4, the City shall have exclusive ownership, management, and control of the City water system and shall have exclusive ownership, management, and control of the supply and distribution of water to the inhabitants of the City. The City may make such rules and regulations as are necessary for the complete management, control, distribution, and supply of water within and without the City.
- B. It shall be unlawful for users to resell or otherwise distribute city water.
- C. Connections from the main to the water meter are installed and maintained by the city and kept within its exclusive control.

10-2-6 PROPERTY OF THE CUSTOMER

- A. Water service lines as defined here from the meter to the structure, location, or building shall be the property and ownership of the customer.

10-2-7 REQUIRED TO CONNECT

- A. New houses, buildings, or properties within two hundred feet (200') shall connect to and use water from the public system.
- B. No building permit shall be issued until evidence is submitted that the owner has obtained a permit to construct a private water supply or connect to a public water system.
- C. New subdivisions within city limits shall be required to connect to the public water system for each lot within the subdivision.
- D. All existing houses, buildings, or properties served by a private water supply shall abandon the private water supply and connect to the public water system once public water becomes available within two hundred feet (200'). The disconnection of a private supply shall be inspected and approved by the City. Cross-connection is not permitted.
- E. Once connected to the City water system, it shall be unlawful to disconnect.

Notwithstanding the foregoing, the use of the city water as a primary source of irrigation in new development is prohibited, and use of irrigation water is required

10-2-8 AUTHORITY TO CHARGE RATES

- A. All Real Property Subject To Rates: All real property, with or without buildings, shall be subject to the water rates so long as a service pipe (i.e., hook-on) is in place. (Ord. 552, 11-17-2015)
- B. The City shall charge a rate as established on the official fee schedule and shall do so in accordance with the billing policy as adopted by resolution of the City.
- C. Water Meters: Water meters shall be used to determine water charges for all water customers, unless technical circumstances prohibit the use of them. In this event, a nonmetered flat rate shall be levied until such time as the technical issues are resolved.
- D. All water meters installed or accepted by the city shall remain the property of the city and may be removed or replaced by the city at any time.

10-2-9 MOVING WATER SERVICE FEE

- A. There shall be reasonable charge for time and materials for the moving of a water service after original installation is made on property.
- B. The applicant shall make an application, on a form provided by the city, to request movement of the water service. Should the move not be in the best interest of the city, the water superintendent shall be authorized to deny such movement of service and declare in writing the reasons for the denial.
- C. The city shall charge the customer who requests the change, all time and material as well as equipment used in the move.

10-2-10 BILLING RELIEF FOR WATER LEAKS

- A. When a major water leak is discovered on the customer’s lines the City will provide bill relief under the following conditions.
 - 1. Only for the billing cycle in which the leak is detected.
 - 2. The leak must be external to any structures.
 - 3. Not greater than ½ of the amount in excess of the normal water usage, as estimated by the City
 - 4. The Customer must notify City Hall within thirty days of the billing date.
 - 5. The Customer must provide a detailed explanation, in writing, of the conditions.
 - 6. If the leak is caused by customer negligence, the City will not absorb any of the loss.

10-2-11 CITY NOT LIABLE FOR DAMAGES; RESPONSIBILITY FOR REPAIRS

- A. The City shall not be liable for damages caused by interruptions of water supply, scarcity of water, accidents to water works or mains, or during the time of alterations, additions or repairs or for any other unavoidable cause. Nothing herein is intended to create any private duty to any customer to create a private right of action against the city on account of any failure by the city or its officers, agents or employees to provide water service or comply with the provisions of this Chapter.
- B. All damage done to the city’s water system, such as breaking pipes, water meters, fire hydrants or any other equipment, shall be repaired or replaced by the city and charges for the same will be made to the person or persons incurring the damage.

10-2-12 RIGHT TO TURN OFF WATER

- A. The city may turn off water within the city water system as a whole, portion or single user when deemed necessary to maintain or repair the water system or when ordered to do so by the Mayor or City Council.
- B. Notification of water shut off may or may not come with much warning when in emergency. However, the City will notify as soon as possible when shutoffs occur and how long the anticipated shut off will last.

10-2-13 WASTE PROHIBITED, NO CONTAMINATION

- A. It shall be unlawful for any person to permit water to run or waste. All outlets must be kept closed except during the time which water is being drawn for necessary use. Letting the water run to prevent freezing in cold weather or to keep water cool in warm weather is unlawful and is prohibited unless such acts are required by the water department. The owner of any premises shall keep their faucets, closets and other fixtures, and his pipes to the curb line in good repair and free from leaks. (1959 Code § 3-1-6)
- B. No person shall contaminate or befoul any reservoir, stream or watershed, spring or other source from which the supply of water for the city is obtained, nor any pipe, fountain or any other device forming a part of the city water system. (1959 Code § 3-1-7)

10-2-14 INJURY TO WATER SYSTEM

- A. No unauthorized person shall maliciously, willfully, or negligently break, damage or destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the water system.
- B. Any authorized work that results in damage to the water system shall be repaired to the satisfaction of the superintendent or city engineer, with the cost being borne by the applicant or authorized person.

10-2-15 INSPECTION OF PREMISE

Upon such reasonable notice, inspection of service or customer lines shall be provided to authorized city personnel to all places supplied with water from the city water system. Failure to consent to a legitimate and reasonable request may provide reason for the city to turn off water.

10-2-16 APPLICATION FOR SERVICE

- A. Required: It shall be unlawful for any person to install, alter, expand or make any connection to any water main or service pipe through which water is supplied by the city to water consumers or to interfere or tamper in any manner with such mains or pipes or to use any water supplied by the city without first having made application to the city and paying the service fee as set forth on the adopted fee schedule.
- B. Contents Of Application: The applicant must state fully and truthfully all purposes for which water is to be used and must agree to conform to the rules and regulations as a condition for the use of water.

10-2-17 USE STATED

No person supplied with water from the city mains shall be entitled to use it for any purposes other than those stated in their application, or to supply it in any way to other persons or property. Should the owner

or occupant of any premises desire additional outlets or fixtures or desire to use water for a purpose not stated in the original application, a new application must be made, and a new permit obtained from the city.

10-2-18 ARRANGEMENT OF SERVICE LINES

- A. The service lines must be so arranged that the supply to each building, business, place or tract of land shall be controlled by a separate meter placed near the property line, unless a different arrangement is first authorized in writing by the city.
- B. Where water is already supplied through one service to several buildings, places or tracts, the city may, at its discretion, decline to furnish water until separate services are provided or continue the supply on condition that one person shall pay for all the same service.

10-2-19 BRANCH SERVICE

No service connection serving more than one customer shall be made, except with written permission granted by the city and only for good cause. Such permission may only be granted where common ownership of the multiple connections and billing is made to that owner, not individual tenants or other parties in possession of the property. If common ownership is terminated, then each connection must be separately connected.

10-2-20 CROSS CONNECTIONS PROHIBITED

- A. Cross connections between potable water systems and other systems or equipment containing water or other substances of unknown or questionable safety are prohibited except when and where, as approved by the authority having jurisdiction, suitable protection is installed, tested annually by a tester who is licensed in the state of Idaho and maintained to ensure proper operation on a continuing basis.
- B. Cross connections shall include, but are not limited to:
 - 1. Any physical connection between a potable water supply and any waste pipe, soil pipe, sewer, drain, or any unapproved source or system. Furthermore, it is any potable water supply outlet which is submerged or can be submerged in wastewater and/or any other source of contamination.
 - 2. Any other connection where the public water system is connected, directly or indirectly, to any other system which may be capable of imparting contamination to the public water system; or
 - 3. As provided in any state of Idaho regulations relating to public water systems.

10-2-21 BACKFLOW PREVENTION AND TESTING REQUIRED:

- A. **REQUIRED:** An appropriate and adequate backflow prevention assembly is required to be installed when the city determines that such an assembly is necessary due to the nature and the extent of the activity on the premises to prevent cross connection, or when required by state of Idaho regulations relating to public water systems. All backflow prevention assemblies shall be selected from sources deemed acceptable by the Idaho department of environmental quality.
- B. **TESTING REQUIREMENTS:**
 - 1. Each backflow prevention assembly shall be tested by a certified tester approved by the state of Idaho upon installation or repairs and after being moved and shall be inspected annually, or more often when successive inspections indicate failure, to ensure that it functions properly. The

tester shall attach a tag stating the tester's name and date of satisfactory test to the assembly.

2. The assembly owner shall provide the city of Bonners Ferry a copy of the test results.
- C. NEW SERVICE: For new connections, suitable protection must be installed, when necessary, prior to providing water service.
- D. INSPECTION: The water department superintendent, or his designated agent who is an employee of the city, shall have the right of entry with permission of the owner into any building during reasonable hours for the purpose of making inspection of the plumbing systems installed in such building or premises provided that with respect to the inspection of any single-family dwellings, consent to such inspection shall first be obtained from a person of suitable age and discretion therein or in control thereof.
- E. VIOLATIONS: Any account which fails to comply with the requirements of this section will be subject to shutoff, and a disconnect fee will be charged in the amount listed in the city of Bonners Ferry billing policy. If service is restored, a connect fee will be charged in the amount listed in the city of Bonners Ferry billing policy.
- F. COMPLIANCE: Water supply shall not be resumed until the cross connection or source of contamination is eliminated or a backflow prevention device has been installed in accordance with city standards. The customer shall be required to bring the water line into compliance with current city standards for service to re-initiated.

10-2-22 PUBLIC WATER SYSTEM CONSTRUCTION OR EXTENSION

In accordance with §10-1-16 and 10-1-17 of this title, all construction relating to extension or development of the city's water system shall comply with the standards therein.

10-2-23 FIRE HYDRANTS

- A. MAINTENANCE: All public fire hydrants shall be maintained by the Water Department and be kept accessible at all times. Members of the Police and Fire Departments shall also have access to such hydrants. No other person shall draw or attempt to draw any water from a fire hydrant unless the person has written permission by the city to do so.
- B. OPERATIONS: No person(s) other than those designated and authorized by the city shall open, attempt to draw, or tamper with a hydrant belonging to the city. Any violations of these regulations will be prosecuted according to law. No tool, other than special hydrant wrenches, shall be used to operate a hydrant valve. In cases where a temporary service has been granted and water received through a fire hydrant, an auxiliary external valve will be provided to control the flow of water.
- C. MOVING A FIRE HYDRANT: When a fire hydrant has been installed in a location specified by either the city or the property owner, the city has fulfilled its obligation. If an owner or other party desires to change the size, type or location of a hydrant, they shall bear all costs of such change. Any change in the location of a fire hydrant must be approved by the city and the city fire department.
- D. PERMISSION TO USE HYDRANT: No person, except a fire fighter in the performance of his or her duty, shall open or in any way tamper with any fire hydrant connected with the water system unless permission first be obtained from the City. No person shall place upon or about any water valve connected with the water system any material substance whatsoever which will prevent access at all times to such hydrant or valve and no vehicle shall be allowed to stand within fifteen feet (15')

of such hydrant. The use of private hose in time of or during an alarm of fire is unlawful and is strictly prohibited unless for protection of property. (1959 Code § 3-1-5; amd. 2003 Code).

10-2-24 VIOLATIONS, ENFORCEMENT, PENALTIES AND APPEALS

Violations, enforcement, penalties and appeals shall follow such requirements as provided for in Chapter 1 of this Title.

CHAPTER 3

SEWER DEPARTMENT

10-3-1 DEPARTMENT ESTABLISHED

A sewer department is hereby established. The officers and other employees shall consist of a superintendent and other such personnel as the council may from time to time deem necessary for the efficient administration of the same.

10-3-2 PURPOSE; GENERAL PROVISIONS

This ordinance sets forth uniform requirements for users of the publicly owned treatment works for the city of Bonners Ferry and enables the city to comply with all applicable state and federal laws and the general pretreatment regulations. The objectives of this ordinance are:

- To prevent the introduction of pollutants into the publicly owned treatment works that will interfere with its operation.
- To protect both publicly owned treatment works personnel who may be affected by wastewater and sludge in the course of their employment and the general public.
- To enable the city to comply with its national pollutant discharge elimination system permit conditions, sludge use and disposal requirements, and any other federal or state laws to which the publicly owned treatment works is subject.

10-3-3 APPLICABILITY/ PUBLIC HEALTH STATEMENT

- A. **APPLICABILITY:** This ordinance shall apply to all users of the publicly owned treatment works. This ordinance authorizes the issuance of individual wastewater discharge permits; providing for individual agreements for those existing users who are not within the city incorporated limits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; and requires user reporting.
- B. **PUBLIC HEALTH STATEMENT:** It is hereby determined and declared to be necessary and conducive to and for the protection of the health, safety and welfare of the public and inhabitants of the city, and for the purpose of controlling the use and connection to and for providing an equitable distribution of the costs and expenses of maintenance, operation, upkeep, and repair of the entire sewerage system which includes the sewer collection system and sewage disposal facilities of said city, to charge and collect service charges or fees upon all lots, lands, property and premises served or benefited by the sewerage system of the city, which system and facilities consist generally of pipelines, conduits, catch basins, manholes, clean outs, sewer mains, intercepting sewer, outfall sewers, lift stations, pumps, structures, mechanical equipment and facilities for the treatment and disposal of sewerage or sewage byproducts; to provide for industry cost recovery from all industrial users and to provide for the control, use and administration of the installation of private sewage disposal systems where a public sanitary sewer is not available. The public facility does not include the portion of sewer connecting a building to the sewer main, otherwise known as the lateral sewer line.

10-3-4 DEFINITIONS:

All appropriate and applicable definitions as provided for in chapter 1 of this title are included in addition to the following terms and meanings. As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

~~CITY: The city of Bonners Ferry, Boundary County, Idaho or its authorized or designated agent, representative or deputy.~~

~~ENGINEER: The engineer appointed by and acting for the council and shall be an Idaho registered civil engineer.~~

EDU: Equivalent dwelling unit. EDU will be the minimum unit assignment to any customer in any class. One (1) EDU is defined as 4,500 gallons of water use.

LATERAL SEWER LINE: The portion of a sewer connecting a building sewer to the sewer main.

PRIVY: An outdoor toilet located in a small shed outside a house or other building; an outhouse.

POTW: Publicly Owned Treatment Works

~~SHALL: Shall is mandatory. "May" is permissive.~~

~~SERVICE AREA: The city services area is the incorporated boundaries of the city of Bonners Ferry.~~

SEWAGE: A combination of water carried waste from residences, business buildings, institutions and industrial establishments which contains polluted matter subject to pre-treatment or treatment.

SEWAGE TREATMENT PLANT: Any arrangement of ponds, devices, and structures used for treating sewage.

SLUGE- any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

~~SUPERINTENDENT: City Water & Sewer Superintendent.~~

STORM SEWER OR STORM DRAIN: A sewer which carries storm and surface or ground waters and drainage but excludes sewage and polluted wastes.

10-3-4 ELIGIBLE SERVICE

- A. Eligible Properties as defined in section 10-1-5 of this title are eligible for new services. Existing services located outside of the city's service area shall be allowed to continue, provided they do not require an expansion of service as defined in section 10-1-6 of this title.
- B. Lands contiguous to the incorporated city limits shall first be annexed before sewer service is extended or expanded to those properties.
- C. Expansion of service includes upsizing of service line(s), extension of water mains, additional sewer lateral taps or connections for a parcel of land or the addition of a new building.

D. Pursuant to section 10-1-6, the City Administrator and/or City Engineer shall have final decision over whether a circumstance qualifies as an expansion of service.

~~A. ELIGIBLE PROPERTIES: Only those properties located within the city's service area shall be eligible for new sewer service connections by the city sewer department. Existing services located outside of the city's service area shall be allowed to continue, provided they do not require an expansion of capacity.~~

~~B. SERVICE AREA: The city services area is the incorporated boundaries of the city of Bonners Ferry.~~

~~C. LANDS CONTIGUOUS TO SERVICE AREA: Lands contiguous to the incorporated city limits shall first be annexed before sewer service is provided or extended to those properties.~~

~~D. EXPANSION OF SERVICE: Expansion of service includes upsizing of service line(s), extensions of sewer mains, additional sewer lateral connections for a parcel of land or building or adding new connection to building(s). The City Administrator and/or City Engineer shall have final decision over whether a circumstance qualifies as an expansion of service.~~

10-3-5 PROPERTY OF THE CITY

- A. All public sewer mains, pipelines, conduits, catch basins, manholes, clean outs, sewer interceptors and sewer outfalls, lift stations, pumps, structures, mechanical equipment and facilities for the treatment and disposal of sewerage or sewage byproducts located in any street, alley or easement in the city shall belong to the city.
- B. Lateral sewer lines, as defined herein, even within the public right-of-way, shall not be owned or maintained by the city and shall be owned and maintained by the property owner served by the line, including maintenance of the main service tap.

10-3-6 INJURY TO SEWERAGE SYSTEM

- A. No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is a part of the sewerage system.
- B. Any authorized work that results in damage to the public sewer shall be repaired to the satisfaction of the superintendent or city engineer, with the cost being borne by the applicant or authorized person.

10-3-7 REQUIRED USE OF SEWERS

- A. CONNECTION REQUIRED: The owner or occupant of any house, building or property used for residential, commercial, industrial, governmental or recreational use, or other purpose, situated within the City which is abutting on or having a permanent right of access to any street, alley or right of way in which there is located a public sewer of said City, is hereby required to cease using any other method of disposing of sewage, waste or polluted water, at the owners expense, connect such building directly with the public sewer in accordance with the provisions of this Chapter. The owner or occupant shall complete this within thirty (30) days after date of official notice from the City; provided that said sewer is within two hundred feet (200') of any property line to be served or common property line in a multiple building development.

- B. **NEW SUBDIVISIONS:** The developer of any new subdivision, at their expense, shall construct the necessary extensions of the public sewer system to provide public sewer facilities to each lot in the subdivision and where multiple buildings are anticipated on a future lot, the developer shall make sewer available to each building where warranted. These extensions of City's sewer system may include, but not be limited to, the installation of mains, manholes, lift stations, and other facilities for the treatment and disposal of sewerage or sewage byproducts.
- C. **UNLAWFUL TO DEPOSIT:** It shall be unlawful for any person to place or deposit in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of said City, any human or animal excrement, garbage or other objectionable waste as described in section 10-3-8 of this chapter.
- D. **PRIVIES, SEPTIC TANKS OR CESSPOOLS PROHIBITED:** Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facilities intended or used for the disposal of sewage.
- E. **PERMIT REQUIRED:** No unauthorized person shall uncover, make any connection with or opening into, use alter, or disturb any public sewer or appurtenances or perform any work on any lateral or building sewer without first obtaining a written permit from the city as provided for at section 10-3-14 of this chapter.
- F. **ADJACENT PUBLIC SEWER FOR EACH LOT:** It shall be the position of the city that each lot be adjacent to a public sewer main. Where such a main does not exist at the time of plat or development, the landowner, property owner or developer may extend a public sewer main in accordance with applicable sections of this chapter. The City shall avoid approval of lateral sewer lines which cross private property through private easement, where practical.
- G. **PUBLIC SEWER LOCATED IN PUBLIC RIGHT OF WAY:** It shall be the position of the city that any new public sewer system, identified as property of the city, be located, sited, placed, constructed and/or installed within a publicly owned right-of-way. Newly planned public sewer mains placed in private easements or on private property should not be allowed. Where a public sewer main is located within a private easement, the easement shall be no less than 30-feet in width and provide the city with unencumbered public access to the facility to access, maintain, construction or repair the line. Any obstructions placed in said easement may be removed and not replaced by the city should access be required to maintain or operate the system.

10-3-8 USE RESTRICTIONS; PROHIBITED DISCHARGES

The use of the public sewers of the City shall be in accordance with the following regulations:

- A. No person shall discharge or cause to be discharged from any connection any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or industrial process waters to any sanitary sewer.
- B. Storm water and all other drainage shall only be discharged to storm sewers specifically designated for that purpose, or to a natural outlet approved by the City.
- C. No person shall discharge or cause to be discharged any of the following described waters or wastes, or substances to any public sewers:
 1. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
 2. Septic tank effluent.
 3. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or

interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the sewage treatment plant, including, but not limited to, cyanides in the wastes as discharged to the public sewer.

4. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow of sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
5. Any liquid or vapor having a temperature higher than one hundred fifty degrees (150°) Fahrenheit, (65° centigrade).
6. Any water or waste containing fats, wax, grease or oil, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between 32° and 150° Fahrenheit, (0° and 65° centigrade).
7. Any garbage that has not been properly shredded.
8. Any waters or wastes containing strong acid iron pickling wastes or concentrated plating solutions whether neutralized or not.
9. Any waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances; or wastes exerting any excessive chlorine requirement to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the City for such materials.
10. Any waters or wastes containing phenols or other taste or odor producing substances in such concentrations exceeding limits which may be established by the City as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal or other public agencies of jurisdiction for such discharge to the receiving waters.
11. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the City in compliance with applicable State or Federal regulations.
12. Any waters or wastes having a pH less than 6.5 or higher than 9.0 or having any corrosive property capable of causing damage or hazard to sewer structures, equipment, personnel, or adversely affecting any sewer treatment process.
13. Materials which exert or cause:
 - a. Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulphate).
 - b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
 - c. Unusual biological oxygen demand (BOD), chemical oxygen demand (COD) or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.

d. Unusual volume of flow or concentration of wastes constituting “slugs” as defined herein.

14. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

15. Waters or wastes if it appears likely in the opinion of the City that such wastes can harm either the sewers, sewage treatment process or equipment, have an adverse effect on the receiving stream or can otherwise endanger life, limb, public property or constitute a nuisance.

D. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Section 10-3-8C of this Chapter, and which in the judgment of the City, may have a harmful effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the City may:

1. Reject the waste.
2. Require pretreatment to an acceptable condition for discharge to the public sewers in accordance with section 10-3-9 of this chapter.
3. Require control over the quantities and rates of discharge.
4. Require plans and specification for any pretreatment system proposed.
5. Require that owner/discharger enter into agreement with City with respect to installation, operation, and maintenance of any pretreatment system.
6. Charge the discharger for the actual cost of the additional operation and maintenance costs borne by the City, that may include the costs of the City hiring a third party to remove the waste material discharged.

In forming its opinion as to the acceptability of wastes, the City will consider such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors.

E. When required by the City, the owner of any property serviced by sewer carrying industrial waste shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the City. The manhole shall be installed by the owner at their expense and shall be maintained by them to be safe and accessible at all times.

F. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Chapter shall be determined in accordance with the latest edition of “Standard Methods for the Examination of Water and Wastewater”, published by American Public Health Association, or by applicable EPA testing methods, and shall be determined at the control manhole provided or upon suitable samples taken at said manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is

connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property.

- G. No statement contained in this Chapter shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment, subject to payment therefor, by the industrial concern.
- H. Any property owner or sewer user violating the provisions of this Section shall, upon notice by the City, immediately install such pre-treatment as provided for in section 10-3-9 of this title.

10-3-9 DEVELOPMENT OF ON SITE PRE-TREATMENT SYSTEMS AND PLANS

- A. **PRE-TREATMENT REQUIRED:** The city may require that pre-treatment and/or interceptor be installed where in the opinion of the City, they are necessary for the proper handling of liquid wastes containing oils, grease, sand, dirt, grit, rags, clothing, or any flammable wastes, or other constituents that may inhibit the flow, pumping, or treatment of waste streams.
- B. **PLAN REQUIRED:** A plan shall be submitted to address how the property or business will remove fats, oils, greases, sediment or other harmful discharge and maintenance frequency of the installed removal devices and structures.
- C. **PLAN REQUIREMENTS:** The property owner, business owner or other presiding officer or a business, shall provide a written plan showing the actual location of any pretreatment devices and include the following minimum requirements. Prior to installation occurring, the plan shall be submitted to the City and approved by the City Sewer Superintendent and/or the City Engineer.

The plan shall include at a minimum the following:

- 1. Section and plan views of proposed treatment system that accurately shows the details of the system.
 - 2. Pretreatment Type.
 - 3. Frequency of cleaning and required maintenance.
 - 4. Other pertinent items as deemed necessary.
 - 5. Where pretreatment or flow-equalizing facilities are provided for any waters or wastes, or substances. Pretreatment or flow equalizing facilities shall be maintained continuously in satisfactory and effective operation by the owner at their expense.
- D. **INSPECTION REQUIRED:** All interceptors shall be of a type and capacity approved by the City and shall be located readily and easily accessible for cleaning and inspection. These interceptors shall be adequately maintained and are subject to periodic inspection by the City. Any new interceptors installed shall be only done so in accordance and approval by the City.

10-3-10 PUBLIC SEWER SYSTEM CONSTRUCTION OR EXTENSION

In accordance with §10-1-16 and 10-1-17 of this title, all construction relating to extension or development of the city's water system shall comply with the standards therein.

~~10-3-10~~ — PUBLIC SEWER SYSTEM CONSTRUCTION OR EXTENSION

- ~~A. LICENSED CONTRACTORS: Only Idaho Public Works licensed contractors shall be authorized to perform the work of public sewer construction within the city. The contractor must also be licensed at the appropriate level based on construction cost and Idaho Statute requirements. All terms and conditions of the approval issued by the city to the applicant shall be binding on the contractor.~~
- ~~B. PERMISSION TO EXTEND: The mayor and council may authorize the construction or extension of the public sewer in accordance with this Chapter. No person shall construct, reconstruct, extend, or connect to any public sewer without first obtaining written approval from the city and paying all fees and connection charges and furnishing bonds as required therein. Any person or entity constructing within the city's rights-of-way shall first obtain a right-of-way permit from the city.~~
- ~~C. ADOPTED SEWER DESIGN STANDARDS: Staff shall require compliance with any specific sewer standards as adopted from time to time by resolution of the city council.~~
- ~~D. CONSTRUCTION AGREEMENT: The city council may enter into development and construction agreements with the landowner, developer and/or installer to ensure the public system is protected overall.~~

~~10-3-11~~ — APPLICATION FOR SEWER CONSTRUCTION AND/OR EXTENSION

- ~~A. APPLICATION REQUIRED: An application with completed construction plans showing profiles and specifications, complying with all applicable ordinances, rules and standards, showing all details of the proposed work based on an accurate survey of the ground prepared by an Idaho registered civil engineer shall be submitted to the city for review.~~
- ~~B. PLAN APPROVAL: The application, together with the plans, profiles and specifications shall be examined by the city engineer who shall approve them as filed or require them to be modified as they deem necessary for proper installation.~~
- ~~C. DEQ SUBMISSION AND APPROVAL: Once plans and specifications are approved by the City Engineer, the applicant must then submit the plans and specifications to the Idaho Department of Environmental Quality (IDEQ) for approval.~~
- ~~D. ISSUANCE TO CONSTRUCT: When the City Engineer and DEQ is satisfied that the proposed work is proper and the plans, profiles and specifications are sufficient and correct, he/she shall order the issuance of a permit predicated upon the payment of all connection charges and fees, and furnishing bonds as required by the city. The permit shall prescribe such terms and conditions as the council finds necessary in the public interest.~~

~~10-3-12~~ — CONSTRUCTION DESIGN STANDARDS

~~In addition to any adopted standards, the following construction standards are required for any project that involves sewer extension, construction, alterations or otherwise changing the conveyance system within the city sewer utility.~~

- ~~A. GRADE STAKES: Grade and line stakes shall be set by an Idaho registered civil engineer or land surveyor prior to the start of any work on public sewer construction. The contractor shall be responsible for accurately transferring grades to grade bars and sewer inverts.~~
- ~~B. COMPLIANCE WITH REGULATIONS: Any person constructing a sewer within a street shall comply with all state and city laws, ordinances, rules and regulations pertaining to the cutting of~~

~~pavement, opening, barricading, lighting and protecting of trenches, backfilling and repaving thereof and shall obtain all permits and pay fees required by the department having jurisdiction.~~

~~C. MODIFICATION OF STANDARDS BY CITY ENGINEER:~~

- ~~1. Plans and specifications for any new sewer shall conform to IDEQ's Wastewater rules. The Engineer may permit modifications or may require higher standards where unusual conditions are encountered.~~
- ~~2. As-Built plans are required to be submitted to the city. No less than two (2) sets of As-Built drawings showing the actual location of all mains extensions, wyes and laterals shall be filed with the city before final acceptance of the work is completed.~~

~~D. SEWER LIFT STATIONS: In areas and subdivisions where elevations do not allow for gravity flow to adjacent city sewer collection systems, sewer lift stations will be required to deliver waste to the city system. Required sewer lift stations must be constructed to the city sewer standards and policies as adopted or amended from time to time.~~

~~E. EXCAVATIONS~~

- ~~1. Safety Devices: The applicant or contractor shall maintain such barriers, lights and signs as are necessary to always give warning to the public that a sewer line is under construction and of each dangerous conditions to be encountered as a result thereof. They shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the sewer.~~
- ~~2. Restorage of the Excavated Area: Streets, sidewalks, pathways, and other property disturbed in the course of the work shall be reinstalled in a manner satisfactory to the city.~~

~~F. TESTING OF COMPLETED SEWER LINE: Before any acceptance of any sewer line by the city and prior to the admission of any sewer into the city system, the sewer line shall be tested and shall be completed in full compliance with all city and state regulations and to the satisfaction of the City Engineer.~~

10-3-11 SEWER LINES IN PLATTED SUBDIVISION:

- A. All sewer lines shall be installed and accepted by the city or bonded in accordance with adopted or approved practices by the city before any final subdivision plat is accepted by the council. The final subdivision map shall provide for the dedication for public use of streets, easements, or rights of way in which public sewer lines are located.
- B. Easements Or Rights Of Way: In the event that an easement is required for the extension of the public sewer or the making of connections, the applicant shall procure and have accepted by the council a proper easement or grant of right of way sufficient in law to allow the laying and maintenance of such extension or connection.

10-3-12 BUILDING SEWER AND LATERAL CONNECTIONS

- A. Building sewers shall be maintained by the owner of the property served thereby.
- B. Permit To Tap Sewer Main: No person shall construct a lateral sewer or make a connection with any public sewer without first obtaining a written permit from the city and paying all fees and connection charges.
- C. Separate Lateral Sewers Required: No two (2) adjacent buildings, on separate parcels shall be permitted to join in the use of the same lateral sewer line. Every commercial building or industrial facility must be separately connected with a public sewer if such public sewer exists in the street

upon which the property abuts or in an easement which will serve said property. Individual sewer laterals shall not be connected to sewer pressure mains.

- D. Construction Requirements And Specifications: Construction of building sewers and lateral sewers shall be in accordance with any standards and policies of the city as adopted by City Council, and also in conformance with the Uniform Plumbing Code as adopted by the Idaho Division of Building Safety.
- E. Individual Sewer Lift Stations: In all buildings in which any sewer is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be lifted by individual sewer lift pump. Sewer lifts shall only be allowed where lift systems pump into a gravity main and will not cause damage to adjacent properties or the public system. All sewer lift stations shall be approved by the sewer superintendent, in coordination with the city engineer.
- F. Damage to system: Any damage to the public sewer as a result to connection, shall be repaired by the applicant or landowner, to the satisfaction of the city engineer and/or superintendent, with the cost borne by the applicant.
- G. Lateral connection to Main: All lateral sewer connections shall follow the following standards when installing or connecting to a city sewer main.
 - 1. Safety Devices: All excavations for a sewer service lateral installation shall be adequately guarded with barricades or lights to protect the public from hazard.
 - 2. Restoration Of Excavated Area: Streets, sidewalks, parkways, and other property disturbed in the course of the work shall be restored in a manner satisfactory to the city and the county or any other person having jurisdiction thereover.
 - 3. All excavations within City rights-of-way require a city encroachment permit.

10-3-13 SEWER RATES AND FEES

- A. SEWER CONNECTION AND PERMIT APPLICATION FEES
 - 1. A capitalization fee is required to be paid for each sewer tap, the fee is set forth on the official fee schedule of the city. The fee shall be paid to the city at the time the application is filed along with any other fees as set forth in the official fee schedule.
 - 2. A permit fee, as established on the official fee schedule, shall be paid to the city at the time the application is filed.
 - 3. A separate and independent city sewer service connection fee shall be paid for each connection or sewer tap.
- B. SEWER USER RATES: Sewer service charges are set forth by Council for each connection to the city sanitary sewage system based upon quantity flow of sewage into the system which shall provide revenue sufficient to pay the operation and maintenance, to repay bonded indebtedness and provide for the reserve fund for said system.
- C. ANNUAL REVIEW OF CHARGES- SEWER SURVEY: The City Council shall annually review user charges and revise the same to reflect the actual treatment works operation and maintenance costs which shall provide revenue sufficient to pay the operation and maintenance, to repay bonded indebtedness and provide for the reserve fund for said system.
- D. BILLING FOR SERVICE: The City shall bill for sewer service in accordance with the City's billing policy as adopted by Council.
- E. REAL PROPERTY SUBJECT TO RATES: All real property, with or without buildings, shall be subject to sewer rates, so long as a service pipe or capitalization rate has been established on the property.

10-3-14 ANNUAL REVIEW / SEWER STUDY

- A. AUTHORITY: The city shall have authority to perform a yearly analysis of its sewer usage and appropriately charge customers their proportionate share on the system. In doing so, the city shall establish a number of equivalent dwelling units (EDU's) assigned to each sewer customer, so that a billing rate can be multiplied by the EDU's to derive the total monthly charge for each customer.

The city shall also have authority to establish a volumetric water usage value for non-residential customers, that is delivered to the City's wastewater treatment plant, outside of typical irrigation months.

- B. EDU COUNT: One (1) EDU shall be the minimum unit assignment to any customer in any class. Monthly sewer EDU's will be assigned as described below for each customer class listed. One (1) EDU is defined as 4,500 gallons of water use (Ordinance 545, 12/16/2014).

C. EDU ASSIGNMENT:

1. Residential: Includes all single-family, duplex and multifamily residential structures. These assignments will be charged one (1) EDU per dwelling unit. Accessory dwelling units are considered separate dwelling units for the purposes of this chapter.
2. Commercial and Other: Including all other units not considered residential, duplex or multifamily, such as, motels, hotels, and all other commercial establishments. EDU's for these entities will be based on water usage as described in section D of this chapter. Businesses that contain residential structures or units shall be considered commercial for the purposes of this chapter.

- D. EDU ESTABLISHMENT: All customers listed in subsection C(2) of this section shall be charged based the following EDU's method:

1. Based on the average water volume used within the months of November, December, January and February. The exact dates for usage for these months vary slightly, based on billing cycles and timing of meters reads.
2. The average water use in gallons will be divided by 4,500, which is the number of gallons used to define one EDU, as shown in the following equation:

$$EDU's = \frac{\text{Average Water Use}}{4,500 \text{ Gallons}}$$

3. The resulting EDU number as formulated in subsection D(2) of this section shall be used for sewer billings beginning in the month of May and will continue until the end of April of the following year.

E. WATER LEAKS

1. If high water usage occurs during the months of November, December, January and February and is determined by the City to be caused by a leak that may or may not have entered the sewer system, the City may adjust the EDU value established for those customers whose rates are based on water volume, if the leak is repaired prior to the next cycle in which the sewer study is conducted.
 - a. If the City is unable to assign a base line EDU value because of a leak in the EDU establishment period (Nov-Feb) the City may look at data from other non-irrigation months to establish the customer's EDU number.
2. If high water usage occurs is not corrected prior to the survey study being completed, the city may cause EDU values to be established for those customers whose rates are based on

volume to be in effect for the entirety of the survey period, per subsection D(3) of this section.

3. Residential: Any residential customer which a water leak occurs and is determined by the City to enter the sewer system, shall be charged based on the number of EDU's calculated on water usage during the period that the leak occurs and continues. That shall remain in effect for the rate period established with subsection D(3) of this section.

- F. CUSTOMER ASSIGNMENT: The city reserves the right to determine the type of customer receiving sanitary service and to classify the type of customer within the foregoing categories. In the event of a dispute relative to the type of customer receiving sewer service and accordingly the applicable sewer rate, the city's determination as to the type of customer shall be binding upon the customer in the absence of apparent error. A customer disputing the classification shall have the right to appeal the determination of the city by making a written request to the city council for a redetermination, the determination of the city council shall be likewise binding on the customer in the absence of apparent error.

- G. GREVIANCES: Any customer aggrieved by a decision made by City staff is entitled to an appeal pursuant to section 10-1-22 of this chapter. Any customer who does not timely file for appeal pursuant to this chapter shall cause the decision to be final.

10-3-15 UNABLE TO SERVE PUBLIC SEWER

Where a public sanitary sewer is not available under the provisions of this chapter, the building sewer shall be connected to a private sewer disposal system complying with the provisions of this chapter.

- A. The type, capacities, location, and layout of a private sewage disposal system shall comply with all the rules and regulations and recommendations of the Idaho Panhandle Health District. No septic tank or cesspool shall be permitted to discharge to any natural outlet.
- B. At such time as a public sewer becomes available to property served by a private sewage disposal system, a direct connection shall be made to the public sewer in compliance with this chapter and any septic tank, cesspool or similar private sewage disposal facilities shall be abandoned and filled with suitable material. The cost for connecting to the City's sewer system will be borne by the owner of the property being connected.
- C. The owners shall operate and maintain the private sewage disposal facility in a sanitary manner at all times and at no expense to the city.
- D. Septic tank pumping shall not be deposited in any manhole, cleanout or sewer opening.
- E. No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the department of health and welfare of the state.

10-3-16 VIOLATIONS, ENFORCEMENT, PENALTIES AND APPEALS

Violations, enforcement, penalties and appeals shall follow such requirements as provided for in Chapter 1 of this Title.

~~10-3-16~~ — ENFORCEMENT

The city may take all measures as seen fit to ensure the public system is protected from violations of this chapter.

- ~~A. Notification Of Violation: Whenever the City finds that any discharger has violated the prohibitions of this chapter, the City may cause to be served upon such discharger a written notice (either personally or by certified or registered mail, return receipt requested) stating the nature of the alleged violation. Within fifteen (15) days of the date of receipt of the notice, the discharger shall respond personally or in writing or by certified or registered mail, return receipt requested, to the City, advising of its position with respect to the allegations.~~
- ~~B. Plan For Correction Of Violations: Thereafter, the discharger shall be given the opportunity to meet with a representative of the City to ascertain the veracity of the allegations and establish a plan for the satisfactory correction of the violations and preclusion of a recurrence thereof.~~

~~10-3-17~~ — PENALTIES

- ~~A. Any person found to be violating any provision of this chapter shall be served by the city with written notice stating the nature of the violation and provided a reasonable time limit, but in any event not to exceed ninety (90) days, for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.~~
- ~~B. The city shall have the authority to issue warnings and invoke administrative sanctions as deemed proper by the superintendent or agent for the city.~~
- ~~C. Any person violating any of the provisions of this chapter shall become liable to the city for any expense, loss or damage caused by the city by reason of such violation.~~

~~10-3-18~~ — APPEALS/MEDIATION

- ~~A. APPEALS AND REVIEW: Any person aggrieved by a ruling of City, respecting the interpretation of this act or any officer, department of the city concerning the interpretation of this act may take an appeal to the council in the following manner:
 - ~~1. Such appellant shall, within fifteen (15) days after staff makes the decision, file a written notice with the city clerk, together with a filing fee as hereinafter required. The city clerk shall forthwith transmit to the council all papers constituting the record upon which this action was taken.~~
 - ~~2. The council, upon receipt of any notice of appeal, shall fix a reasonable time for the hearing of the appeal.~~
 - ~~3. The council shall hear and decide the appeal within a reasonable time but in no event more than forty five (45) days after its final adjournment of the hearing. At the hearing, parties in interest may appear in person or by agent or attorney and testify and offer evidence and material relevant to the issue.~~
 - ~~4. The council may reverse or affirm, in whole or in part, or may modify the order, requirement, decision or determination as, in its opinion, ought to have been made on the premises.~~~~

CHAPTER 4

WATER SHORTAGE

10-4-1: WATER SHORTAGE POLICY:

Purpose: The council finds that it is essential for the health and safety of the public and property that the integrity of the water system be protected to maintain its continued availability to deliver water as necessary to protect the health and safety of the persons and property within the service area to establish procedures, authority, and criteria to allocate restricted or limited water supplies in times of emergency or shortage.

In the exercise of this authority, it shall be recognized that protecting the integrity of the system from damage or destruction is of primary importance to enable the city to continue, with minimal disruption, the delivery of water to the users as is necessary for the protection of the health and public safety of the persons or property within the city and served by the system.

10-4-2: AUTHORITY

- A. The mayor and council do, therefore, by the enactment hereof, establish an official policy for:
1. The protection of the water system from damage in times of emergency.
 2. For the redirecting of the system's resources to the highest priority use in times of emergency.
 3. For the establishment of priority uses in times when the demand for water service exceeds the capacity of the system to deliver water to the users served by the system; and
 4. To grant authority to the mayor or, if unavailable, the president of the council, to establish an orderly system to ration or limit the delivery of water to users in the event of emergency or inability of the system to supply the expected demand for water.

10-4-3 POWERS OF SUPERINTENDENT AND/OR CITY ADMINISTRATOR:

- A. In circumstances of emergency, the superintendent of water and sewer and/or city administrator may, without prior notice, immediately take such action as is necessary to:
1. Protect the system from further damage or harm; and/or
 2. Prevent the system from causing damage or harm to persons or property; and/or
 3. Limit and direct the system's capacity to deliver water both in sufficient quantity and at sufficient pressure to any portion of the system as they deem necessary to protect persons or property from events threatening their health and safety.
- B. **Shutoff Without Notice:** This authority shall include the authority to summarily, without prior notice, shut off service to all or any portion of the system or any user without prior notice as they shall deem necessary or redirect the capacity of the system to deliver water to avoid or minimize the anticipated or occurring damage or hazard to the system and/or persons or property in the service area.
- C. **Report To Mayor And Council:** The person exercising this emergency authorization shall, as promptly as reasonably possible, report these events and the action taken to the mayor or

president of the council, who shall report such to the council at the next regular or special meeting of the council.

10-4-4: PROCEDURE IN EVENT OF SHORTAGE OR ANTICIPATED SHORTAGE:

- A. Establish System For Rationing: In the event of a shortage or anticipated shortage of water, the superintendent of water and sewer and/or city administrator shall report the shortage or anticipated shortage to the mayor, or if he be unavailable, the president of the council, who is empowered to establish a system of rationing or limiting the delivery of water to the users.
- B. Use Priorities: In establishing such system of rationing, priority shall be given to the use of water for the following purposes stated in order of descending priority:
 - 1. Sufficient reserves for emergency use and emergency facility, i.e., firefighting, fire stations, hospitals, nursing homes, etc.
 - 2. Residential inside building use and residential outside potable and sanitary uses.
 - 3. Commercial inside building use and commercial outside for potable and sanitary uses.
 - 4. Industrial inside building use and industrial outside potable and sanitary use.
 - 5. Commercial outside non-potable and non-sanitary uses.
 - 6. Residential outside non-potable and non-sanitary use.
 - 7. Industrial outside non-potable and non-sanitary uses.

The system of rationing may either restrict or limit lower priority uses in favor of higher priority uses or rationing may be applied to more than one class of users to permit continued but reduced usage by several levels of priority uses. Any rationing system may provide that a class of use may be restricted to use on certain days of the week, times of the day, or quantities of water as may be determined to be fair and equitable and in consideration of the use priorities herein established.

10-4-5: CLASSES OF SERVICE:

Because of the potential for larger diameter service connections to draw a disproportionate quantity of water from the system, each diameter size of service connection shall constitute a separate class of service connection and the larger service connection may be shut off or otherwise restricted to limit or stop the flow of water to ensure adequate quantity and pressure is maintained to users with smaller diameter connections applying the water to uses of an equal or higher priority.

10-4-6: NOTICE OF SYSTEM LIMITATIONS:

Notice of the system for limitation or rationing of service shall be given as follows:

- A. Oral, Written Notice: If the restriction affects less than twelve (12) service connections, oral notice shall be followed by written notice hand delivered or mailed to the person or organization shown by the city's billing records as responsible for payment for the service within forty-eight (48) hours.
- B. Publication Of Notice: Restrictions applicable to more than twelve (12) users or if twelve (12) or less users and when actual notice is not practical, shall be published in the following manner:
 - 1. Radio: Notice given not less than twice per day for not less than one week on the commercial radio station operated in Boundary County, Idaho; and
 - 2. Publication: Publication in the official newspaper once a week for three (3) consecutive weeks; and

3. Posting: Posting in a public location at the Bonners Ferry city hall. No posting or notice shall be required to continue beyond the termination of the rationing.

10-4-7: COUNCIL ACTION:

- A. The mayor or president of the council establishing a system to allocate water in times of shortage shall report such action to the council at its next special or regular meeting. After considering the facts, the council shall, by resolution, take action either:
 1. Terminating the rationing system, or,
 2. Continue the rationing system as established, or
 3. Continue the rationing system with modification to the policy as established by the mayor or president of the city council.
- B. Failure of the council to take such action shall result in automatic termination of the policy of rationing. A modification or termination by vote or inaction of the council shall not bar the mayor or president of the council, upon a finding of additional facts and circumstances, from again exercising their authority to again establish a system of rationing following such meeting of the council.

10-4-8: VIOLATIONS:

- A. Misdemeanor: A violation of a system of water rationing in time of shortage as declared under the authority of this section will constitute a misdemeanor and punishable as a violation of city ordinance; and
- B. Termination Of Service: The superintendent of water and sewer and/or the city administrator may direct service be immediately terminated or restricted to the user through its service outlet where the violation occurs. A user whose service has been so terminated or restricted shall not have service restored until he comes before the council, who shall hear the facts as to why service was terminated and what the customer's defense to the accusation is. The council may continue the termination or restore service upon such terms and conditions as they deem appropriate, including:
 1. Reimbursement to the city for shutoff and reconnect fees and costs.
 2. Requirements to provide, at customer's expense, assurance against further violations, including, but not limited to:
 - a. Posting of a bond.
 - b. Installation, at customer's expense, of equipment to restrict or shut off and lock out service or downsize the service connection to the customer.

10-4-9 INDEPENDENT WATER DISTRICT OR ASSOCIATION:

Any independent water district or association purchasing water from the city for redistribution to its members or persons within its service area shall, in addition to its duties under its contract with the city, the right of such district or association shall and its individual customers and users shall be subject to the provision of this policy. (Ord. 445, 5-18-1999)

SECTION 2: PROVISIONS SEVERABLE: The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 3: EFFECTIVE DATE: This ordinance shall be effective upon its passage and publication in the manner provided by law.

APPROVED by the Mayor and City Council of the City of Bonners Ferry, Idaho this _____ day of _____, 2023

This ordinance passed under suspension of rules and duly enacted as an ordinance of the City of Bonners Ferry, Idaho on this _____ day of _____, 2023, upon the following roll call vote:

ROLL CALL:

Council President Alonzo _____

Council Member Poston _____

Council Member Thompson _____

Council Member Smith _____

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor James R. "Dick" Staples

Attest:

Deborah Garcia, Clerk,
City of Bonners Ferry, Idaho