

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 accommodation to see, hear, or participate in the public meeting should be made at City Hall within two days of the public meeting.

Vision Statement

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life. We are a city that welcomes all people.

AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
November 7, 2023
6:00 pm

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

Meeting ID: 176727634

Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Each speaker will be allowed a maximum of three minutes, unless repeat testimony is requested by the Mayor/Council.

REPORTS

Police/Fire/City Administrator/City Engineer/Urban Renewal District/SPOT/Golf/EDC

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of minutes from the 09/22/2023 special council meeting, 10/03/2023 regular council meeting, 10/17/2023 regular council meeting.
4. Authorize Mayor to sign Mutual Aid Agreements with Paradise Valley Fire District and South Boundary Fire District
5. Authorize the Mayor to sign a contract with Eby Tree service for Tree Trimming.

OLD BUSINESS

6. **CITY- (action item)**- Discuss and consider options of having a city Christmas Party or gift cards including budget amounts.

NEW BUSINESS

7. **SEWER- PUBLIC HEARING-** A public hearing to hear comments relating to a proposal to the Idaho Department of Commerce for a Idaho Community Development Block Grant in the amount of \$500,000 to replace and rebuild Lift Station #5.
8. **SEWER- (action item)** [attachment]- Consider and authorize the mayor to sign and submit Idaho Community Development Block Grant (ICDBC) application for Lift Station #5 rebuild.

9. **SEWER- (action item)** [attachment]- Consider and authorize the approval to commit construction funds for Lift Station #5 project, in the amount of \$726,400
10. **CITY- {action Item}** [attachment] Consider sponsoring the Chamber of Commerce event Hometown Holidays event on December 2, 2023 at the Georgia Mae Plaza closing the street from Bonner to Kootenai from 3:00pm to 6:30pm and authorizing the event to have either propane heaters or firepits.
11. **Electric- {action Item}** [attachment] - Consider the approval of the contract with EL Automation to complete the boring for Grandview Cemetery.
12. **CITY {action Item}** - Consider the request from North Idaho Classical Academy for a tour of the campus as a field trip only. A notice of a meeting of the council will be posted noting no deliberations or decision will occur at this gathering.
13. **PLANNING- (action Item)**- Consider Chris Rawlings and Sue Larson's letter of interest for reappointment on the Planning and Zoning Commission for a 4-year term, running from January 1, 2024 to December 31, 2027.
14. **CITY- {action Item}** [attachment]- Accept the resignation letter of City Administrator, Lisa Ailport and authorize the Mayor to seek applications for her replacement.
15. **EXECUTIVE SESSION PURSUANT TO IDAHO CODE 74-206, SUBSECTION 1**

(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;

ADJOURNMENT

MINUTES OF THE CITY COUNCIL MEETING
September 22, 2023
8:30 AM

Mayor Staples opened the meeting at 8:30 am. Present for the meeting included Council members Val Thompson, Rick Alonzo and Brion Poston. Ron Smith was absent. Staff present were City Engineer Mike Klaus, Clerk Treasurer Deborah Garcia. There were no public present.

NEW BUSINESS

1. CITY PUBLIC HEARING- FY2022/2023 BUDGET AMENDMENT

The Mayor opened the public hearing to consider FY2022/2023 budget amendments, noting that the file had been properly noticed within the Herald and as presented to Council through the attached document to the council packet.

Noting that no public was present for the meeting, the Mayor then closed the public hearing.

2. CITY {action Item} (attachment)- First Reading by Title Only of Fiscal Year 2023 Appropriation Ordinance

Rick Alonzo made the motion to have the first reading by title only of fiscal year 2023 Appropriation Ordinance. Val Thompson Seconded the motion.

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

3. City {action Item}- Suspend the Reading Rules and Adopt Fiscal Year 2023 Appropriation Ordinance #614.

Mike Klaus read Ordinance #614 by title only:

AN ORDINANCE ENTITLED THE AMENDED ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR, BEGINNING OCTOBER 1, 2022, APPROPRIATING THE SUM OF \$16,237,747 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF BONNERS FERRY, FOR SAID FISCAL YEAR, AUTHORIZING A LEVY OF SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE.

Rick Alonzo made the motion to suspend the reading rules and adopt fiscal year 2023 Appropriation Ordinance #614. Brion Poston seconded the motion.

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

4. **CITY {action Item}** (attachment)- Request to seek competitive bids for a new Vector truck for the water and sewer Departments.

Mike explained that over a month ago they had put together a Capital plan for water and sewer where it showed the purchase of a vector truck. There were two pathways that they could go one would be leasing and the other was an out right bid and purchase with one lump sum. The budget was a bit lower for this and Mike feels that the lowest bids are going to come in around \$650,000.00. range and they anticipate around \$700,000.00 or \$800,000.00. There is sufficient money in the water and sewer fund to purchase the truck outright. If they move out to bid, staff will put an ad in the paper today and in two weeks a bid opening on October 13, 2023, the city will receive bids by 3:00pm. If they are in the range that is expected and council chooses to purchase it on the October 17, 2023, Council meeting, it could be purchased at that time. This is just a request to go out to bid. The last truck was purchased in 2007. Mike stated that the water and sewer department would keep the old truck for a back up and keep it in operational condition.

Brion Poston made a motion to seek competitive bids for a new vector truck for the water and sewer department. Rick Alonzo seconded the motion.

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

ADJOURNMENT

Having no further business, the Mayor adjourned the council meeting at 8:42 am.

**MINUTES
CITY COUNCIL MEETING
October 3, 2023
6:00 pm**

Council Chair Rick Alonzo opened the meeting at 6:02 pm. Present for the meeting was Val Thomspson. Brion Poston and Ron Smith joined via by Zoom. Staff present were City Administrator Lisa Ailport, City Engineer Mike Klaus, City Clerk/Treasurer Deborah Garcia, and Patrol Officer Scott McBride, City Attorney Andrakay Pluid via zoom.

Members of the public present were Gerald Higgs, Marciavee Cossett, Adrienne Norris, Jeffrey Phillips, Diane Phillips, Emily Bonsant, Adam Arthur, Adrienne Norris, Jeffrey Phillips, Adam Arthur, Jessica Tingley, Chris Pease, David Sims, Kristopher Lummus, Emily Bosant, Lynn Feldman, Fay Almong, Mitchell Moseley, Clark Fairchild, Phil Gray, Dave Gray, Jeannie Alonzo, Daniel Muir, Eric Lederhos, Kelly Bell, Gregory Lamberty, David Clark, Lisa West, and Tim West

PUBLIC COMMENTS

Gerald Higgs congratulated Rick in advance and has faith in the decisions that he will make.

REPORTS

Police-No Report

Fire-No Report

City Administrator-Memo Attached

City Engineer, Mike Klaus presented a two-page explanation of the relicensing of the dam. The relicensing process takes five years from this point forward and Mike encouraged the council to come to him with any questions.

Urban Renewal District-No Report

SPOT-No Report

Golf-No Report

EDC-No Report

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approve Alcohol Beverage License for Dayne Swisher dba The Badgers Den [attachment]
4. Approval of minutes from the 8/1/23 Budget Workshop, 8/1/23 Regular Council, 8/15/23 Regular Council, 8/23/23 Land Sale Auction, 8/25/23 Special Meeting, 9/19/23 Regular Council.

Val Thompson made the motion to approve the consent agenda with the change of removing the Land Sale Auction minutes as this was not a council meeting. It was seconded by Ron Smith. The motion carried.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Ron Smith
Voted Yes	Brion, Ron, Val,

Voted No	
Absent	

NEW BUSINESS

5. **CITY- (action item)** Discussion and Possible Appointment to Fill Vacancy in the Office of Mayor due to Dick Staples' Resignation on September 22, 2023.

Council Chair Rick Alonzo stated that with the resignation of the former mayor, an appointment must be made for a new mayor. A motion must be made by the city council to do that.

Ron Smith made a motion that Rick Alonzo fill the vacancy of mayor following Dick Staples resignation. Val Thompson seconded the motion. The motion carried.

Rick Alonzo was sworn in as mayor.

Result:	Approved
Moved by:	Ron Smith
Seconded by	Val Thompson
Voted Yes	Brion Poston, Val Thompson, Ron Smith
Voted No	
Absent	

6. **CITY- (action item)** Discussion and Possible Appointment to Fill Vacancy for Position on the Council.

Mayor Alonzo explained that it is the responsibility of the mayor to recommend a person to fill the now empty councilman position. Adam Arthur has agreed to come on and fill the remainder of the term. The mayor explained that there is no application process for this per Idaho statute 5704.

City Attorney, Andrakay Pluid explained that the mayor makes the recommendation, and the council approves the recommendation.

Val Thompson made a motion to approve the mayoral appointment of Adam Arthur as the council member to replace Rick Alonzo. Ron Smith seconded the motion. The motion carried.

Adam Arthur was sworn in as a City Council member.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Ron Smith
Voted Yes	Brion Poston, Val Thompson, Ron Smith
Voted No	
Absent	

7. **CITY- (action item)** Discuss and consider nominating a Council President to replace Rick Alonzo for the remainder of the term.

This agenda item will be tabled until all the council members are back.

Result:	Tabled
Moved by:	
Seconded by	
Voted Yes	
Voted No	
Absent	

8. **CITY- PUBLIC HEARING** for the purpose of taking public testimony regarding the additional or increased fees and to explain the reasons for such fees or increases, as prescribed by section 63-1311A of Idaho State Statute.

Rick opened the public hearing for the fee schedule at 6:12 pm.

Lisa Ailport read the summary of notification for the fee schedule and covered the proposed changes. She explained that staff held a public workshop along with the council and these findings were published in accordance with Idaho law. She also explained that any fee changes over 5% are required to be reported to the public so those will be covered tonight.

The first change to the fee schedule is under building permits. Staff are requesting an amendment to the building permit fees to represent the 2018 International Code Council Building Valuation Data. Additionally, staff requested a fee for re-roofing only. Lisa learned from Clare Marley that when looking at re-roofing, often the valuation doesn't represent the cost of processing, so we are reducing that fee to represent the true cost of processing.

The next change is from Table 4 under utilities. The city has a right of way permit for all work done within the city's right of way. Staff found that the fee might not be representative of costs for certain types of permits. If someone is putting in an approach, the staff certainly has reason to charge \$250.00 to watch the approach over the next 18 months for damage to the city streets.

Contrary to that though, we did not have a representative permit for smaller amounts of work like putting in a mailbox. This came up considering the school district who is putting up arms and gates at Valley View school. Staff has established a new \$50 application fee.

The next change is from Table 5, which is the fees for Mirror Lake Golf Course. Former mayor Dick Staples requested a 5% increase on all golf fees.

The next change is from Table 6 and covers city properties. Staff are suggesting an increase in swimming lesson fees from \$50.00 to \$55.00 to help offset some of the cost of operating the pool.

The final table is the utility rates. Fredericksons reached out to the city about the increase in their costs and a 3.5% increase was requested. The sewer utility rate and the water utility rate will each be increased by 5% to keep up with inflationary costs.

After looking at the electric cost of service analysis during the budget meeting it was found to have an increase of 12% due to BPA's Tier 2 rates going up 10% this year and increased costs on capital projects. Staff recommended a 7% increase in electric rates and the council wanted to stay at 5% and re-evaluate in a few months' time.

Lisa put the resolution on the screen for the public to see the Tier 2 rates.

Mayor Alonzo asked Mike Klaus to speak to the BPA rates. Mike explained that Tier 1 is like a base rate on your water bill. He explained that for city electricity, the base volume of power is 5.3 megawatts. Each megawatt hour we go over that 5.3 prior to October 1, the rate was \$32.00 per megawatt hour. On October 1st, it went up to \$62.00 per megawatt hour. If we were to have that same bill in October, our BPA bill would increase by around \$50,000.00.

Public Comments:

Dave Grey- Dave Gray stated that he understands the rate increases but wanted to mention that the rate increases would be challenging for those people on social security.

Daniel Muir- Daniel Muir stated that in 2019, the rates increased 9.5% and in 2020 the bond was voted on and passed for the next 20 years. Then Idaho laws changed to say that utility income could not be used for the city's general fund, so the lot tax was voted on and passed. With the increase of 5% this year, that is 14.5% in four years. He is wondering what the forecast is for the BPA increases are for the future.

Val Thompson stated that unfortunately the city council has no way of knowing what the BPA rates will be in the future. Mike Klaus stated that we have two-year contracts with BPA so that is about as far out as can be predicted.

Tim West-Tim West had questions about right of way encroachment permits and fees. He wanted to know why these fees are going up. Lisa explained that the fee was not going up but that a new fee was being created for smaller jobs like mailboxes.

Mr. West also asked for further explanation of the re-roofing fee. Lisa explained that currently building permits are fee based. The re-roofing does not require an inspection so the re-roofing fees would reflect a lower cost. Mr. West wanted to know why the city charges a fee when the state does the inspection and the mayor explained that the fee is passed through to the state.

Mr. West stated that he knows contractors that never get building permits, and no one ever comes out and inspects their work. He asked what the fee is for a building permit. Lisa explained again that building permits are based off the total value of the work. Mr. West stated that it shouldn't matter to the city how much people improve their homes. The mayor explained again that the city does not keep the fees but that they are passed through to the state who does the inspections.

Mr. West said that it was his understanding that the Local Option Tax was to cover all shortages on expenditures in the future. Mayor Alonzo explained that the Local Option Tax is to cover the money that was lost by not being able to transfer monies from utilities to the general fund.

Val Thompson explained that all the rates that Mr. West brought up were being lowered to the cost of service.

Adrienne Norris- Adrienne asked to remind the council that when they are adopting federal government laws, they should keep in mind that it's none of the city's business what people do on their own property.

Lisa West- Lisa stated that she agrees with what Tim West said but wanted to state that she thinks the locals are getting nicked and dimed. She agrees that the city should have permits and inspections and they should have been enforced historically. She believes there is too much change too quick.

Eric Lederhos-Eric asked if fees for re-roofing have always been in place and wondered how the International Code Council sets its fees.

Clark Fairchild- Mr. Fairchild wanted to know if a person gets a building permit for re-roofing and the roof is inspected, does the state stand behind it. Mr. Clark stated that he built a new house in 2019 and had the septic inspected. It failed four years later, and nobody stood behind it. He had to purchase a new permit to install a new septic system.

Lisa West-Lisa stated that she heard there is a builder in town who isn't putting any insulation in the walls and the new homeowner is paying the price for that in high heating bills. She wants to know why that isn't being caught on inspection.

City Administrator, Lisa Ailport answered all public questions and comments. She reiterated that the city does do inspections when a building permit is purchased as it relates to the international building code. The building must meet minimum requirements to pass inspection. The county does not do that.

Lisa explained that building permit fees are set to support the service they are receiving. When the city takes out the fees that we get charged by the state of Idaho who does the inspections and the planner who reviews the permits, there is about a 4% difference in our favor that covers the city's staff expense.

Lisa stated that she never said the Local Option Tax would cover homeowner services.

Lisa offered to meet with Mr. Lederhos about the building code fees and show him how the cost is acquired.

The city does have stop orders that have been issued on any building in the city limits that do not have building permits.

Closed at 6:52pm

- 9. **CITY- {action Item}** [attachment]- Consider Resolution 2023-015, a resolution to adopt revised fee schedule for services provided and regularly charged.

Lisa informed the council that they can choose to take action to adopt the resolution or to table the agenda item, but it will affect the date on the new fee schedule.

Val Thompson made a motion to adopt Resolution 2023-015, a resolution to adopt the revised fee schedule for services provided and regularly charged. Brion Poston seconded the motion. The motion carried.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Brion Poston
Voted Yes	Brion Poston, Ron Smith, Val Thompson, Adam Arthur
Voted No	
Absent	

- 10. **STREETS- {action Item}** [attachment] Consider quote to refurbish the sweeper box for the street department using ARPA and General fund dollars to replace.

Lisa Ailport stated that at the last council meeting an estimate of \$110,000.00 was presented for refurbishing the sweeper box. That \$110,000.00 was specifically to the increase in the golf revenue this year and to go into the general fund coffers to be used to offset the cost of large equipment. There was a resolution passed to allocate ARPA dollars of \$30,000.00 to this project. Those funds were frozen for the last fiscal year and were just recently released back to the departments to complete those expenditures. Those expenditures are required to be completed by the end of 2024. There is about \$146,000.00 left of those funds and the request is to spend those funds with the resolution.

Since the cost was first estimated in 2020, the cost has increased another \$4500.00 so staff is asking for funds to use for the additional expenditure. The total cost of the sweeper box came in at \$34,400.00. Staff is asking for authorization to spend up to \$35,000.00.

Adam Arthur asked for clarification on how many ARPA dollars would be spent on the sweeper box and Lisa explained that \$30,000.00 would be ARPA dollars.

Val Thompson made a motion to refurbish the sweeper box for the street department using \$30,000.00 in ARPA funds and the balance in general fund dollars. Ron Smith seconded the motion. The motion carried.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Ron Smith
Voted Yes	Brion Poston, Adam Arthur, Val Thompson, Ron Smith
Voted No	
Absent	

11. **GOLF- {action Item}**- Receive recommendations from the Golf Contractor Search Committee regarding Golf Course Contractor and consider authorizing staff to begin contract negotiations.

This agenda item is being tabled for now because the request for proposal that was put out was too specific to evaluate anyone who didn't have the exact criteria. The council will meet with the golf committee and the city attorney to make a new request for proposal. City Attorney, Andrakay Pluid added that there were some other procedural requirements that need to be addressed before moving forward.

Result:	Tabled
Moved by:	
Seconded by	
Voted Yes	
Voted No	
Absent	

12. **GOLF- {action Item}** [attachment]—Consider purchase of sprayer for Golf Course in the amount of \$1,175.00 from Boundary Tractor.

City Engineer, Mike Klaus stated that he spoke with the golf course personnel and Ralph was unable to spray some of the weeds that he needed to this fall because the sprayer wasn't working properly. This is for a new sprayer for a total cost of \$1,175.00.

Val Thompson made a motion to purchase a new sprayer for the Golf Course in the amount of \$1,175.00 from Boundary Tractor. Brion Poston seconded the motion. The motion carried.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Brion Poston
Voted Yes	Adam Arthur, Val Thompson, Brion Poston, Ron Smith
Voted No	
Absent	

13. **FIRE- {action Item}**

[attachment]- contract with Kootenai Tribe of Idaho for FY 24 Fire Protection Services.

City Administrator, Lisa Ailport stated that during the budget workshop, staff looked at increasing the contract by 7.7%. We sent that contract to the tribe, and they stated they were incapable of making that adjustment at this time because they are outside of their budgeting period. The contract that is presented to you is presented to you at the existing amount. The last contract update was in 2018.

Adam Arthur asked if the inability was due to it being the wrong time to ask. Mayor Alonzo stated that that is a question that will need to be clarified going forward. The current contract expired on October 1 and the current contract amount is \$22,150.00.

Lisa explained that the tribe was advised to plan for an increase of up to 30% for their next fiscal year.

Ron Smith made a motion to continue the current contract with the Kootenai Tribe of Idaho for FY 24 Fire Protection Services in the amount of \$22,150.00. Brion Poston seconded the motion. The motion carried.

Result:	Approved
Moved by:	Ron Smith
Seconded by	Brion Poston
Voted Yes	Val Thompson, Adam Arthur, Ron Smith, Brion Poston
Voted No	
Absent	

14. **PLANNING {action Item}** [attachment]- Consider Ordinance 615, an annexation ordinance, annexing certain lands into the city limits and zoning such lands commercial on the official zoning map, for first reading by title only. Certain lands are described as a ±10.95-acre tract located off Riverside Road owned by Kootenai River Lumber Company. This request is associated with Annexation file AN08-23.

Lisa Ailport explained that this is a follow-up to the public hearing that was held for annexation. This is the documentation that was directed to staff to bring forward.

Val Thompson made a motion to pass Ordinance 615, an annexation ordinance, annexing certain lands into the city limits and zoning such lands commercial on the official zoning map, for first reading by title only. Adam Arthur seconded the motion. The motion carried.

Lisa read Ordinance 615:

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING CERTAIN LANDS SITUATED IN BOUNDARY COUNTY, IDAHO, WHICH ARE ADJACENT AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF BONNERS FERRY; ESTABLISHING THE ZONING CLASSIFICATION OF SAID LANDS AS COMMERCIAL; PROVIDING THAT COPIES OF THIS ORDINANCE SHALL BE FILED WITH THE BOUNDARY COUNTY ASSESSOR, THE BOUNDARY COUNTY RECORDER, AND THE IDAHO STATE TAX COMMISSION, AS REQUIRED BY LAW; PROVIDING SEVERABILITY; PROVIDING THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Adam Arthur
Voted Yes	Ron, Brion, Val, Adam
Voted No	
Absent	

15. **PLANNING {action Item}** – Consider suspension of rules and adopt Ordinance 615, by Title only and authorize publication of the ordinance summary.

Brion Poston made a motion to consider suspension of rules and adopt Ordinance 615, by Title only and authorize publication of the ordinance summary. Val Thompson seconded the motion. The motion carried.

Result:	Approved
Moved by:	Brion Poston
Seconded by	Val Thompson
Voted Yes	Adam, Val, Brion, Ron
Voted No	
Absent	

16. **CITY- {action Item}** [attachment]- Consider hiring Ken Robertson for carpentry work and other construction related duties, as needed, and as directed at a rate of \$35.00 per hour.

Mike Klaus shared that the city could really use some help with certain projects and hiring Ken would save the city a lot of money. He will only work part time so that it won't affect his PERSI benefits. No other benefits will be included. Mike presented a job description for Ken Robertson.

Brion Poston made a motion to hire Ken Robertson for carpentry work and other construction related duties, as needed, and as directed at a rate of \$35.00 per hour. Ron Smith seconded the motion. The motion carried.

Result:	Approved
Moved by:	Brion Poston
Seconded by	Ron Smith
Voted Yes	Val, Adam, Brion, Ron
Voted No	
Absent	

17. **WATER- {action Item}** [attachment]- Consider contract change request approval with H2E for water system upgrades at the water plant.

Mike Klaus presented that this is a complicated project with H2E for about \$20,000.00 to do upgrades on hardware and software for the control system at the water plant. Some other hardware had to be purchased along the way for the alarm system. This takes any problems we have at the plant and turns that into an alarm and sends it out to the guys so that they can respond by computer or know to come in.

What we found is that the hardware and software that we bought for that alarming program required more programming than expected. They have asked for an additional \$4,093.00. Mike explained that the water plant ran for years without all the updates that they should have had so this is the time to update it all. This program will also require a yearly update.

Val Thompson motioned to approve the contract change with H2E for \$4,093.00 for water system upgrades at the water plant. Adam Arthur seconded the motion. The motion carried.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Adam Arthur

Voted Yes	Brion Poston, Ron Smith, Val Thompson, Adam Arthur
Voted No	
Absent	

18. **ELECTRIC- {action Item}** [attachment]- Consider contract approval with EL Automation for Riverside Road bore.

Mike Klaus explained that this is the next phase of our Riverside work where we are getting ready for the new Riverside Road outside of the city limits. The crew came up with a less expensive way to do some of the work by taking some of the pole line to underground work.

This will require a bore that goes across Riverside Road and Mirror Lake Road. This will be a six-inch bore. We solicited a quote from EL automation for \$4,000.00. This project will allow underground work to be extended to the Walters house so all work in that area will be underground. Originally this was going to require hiring a contractor to move those poles but with this bore our guys can do the work themselves.

This plan should reduce the overall project cost once all is said and done.

Adam Arthur asked if anything needed to be considered because of the dike. Mike answered that we would need to acquire an encroachment permit from the county.

Val Thompson made a motion to approve the contract with EL Automation for the Riverside Road bore in the amount of \$4,000.00. Adam Arthur seconded the motion. The motion carried.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Adam Arthur
Voted Yes	Ron Smith, Val Thompson, Brion Poston, Adam Arthur
Voted No	
Absent	

ADJOURNMENT

Mayor Alonzo adjourned the meeting at 7:20 pm.

**MINUTES
CITY COUNCIL MEETING
October 17, 2023
6:00 pm**

Mayor Rick Alonzo called the meeting to order at 6:00 pm. Council present were Ron Smith, Val Thompson, Adam Arthur, Brion Poston. Staff present were City Administrator Lisa Ailport, City Engineer Mike Klaus, Police Chief Brian Zimmerman, Clerk/Treasurer Deborah Garcia. Public present were Jessica Tingley, Gerald Higgs, Clark Fairchild, Robbi Fairchild, Emily Bonsant, David Sims, David Clark, Adrienne Norris, Jeff Bogard, Jake Garringer.

PUBLIC COMMENTS

Gerald Higgs-Electric bikes, monowheels and motorized skateboards being used around town, council should consider drafting an ordinance that restricts using these in certain areas. They are dangerous. Gerald also spoke about the budget, he said that he is seeing an up- tick in spending in the general fund. This could put us in a bind. Gerald suggests a reserve of 35% of the estimated income to carry over into the next fiscal year. Could pay it forward for the upcoming fiscal year.

Adrienne Norris- gave a statement regarding the golf course contract. She also stated she did not receive an email from staff to the applicant regarding her public records request, this is a violation of Idaho code 74-102. open meeting records were violated, Idaho code 74-201 but was corrected quickly, and the Request for Proposal in Idaho Statute 67-2806A was not followed. She spoke about and believes that former mayor Dick Staples needs to recuse himself from the upcoming election. Also wanted to thank the council for voting on the cameras for the police dept.

REPORTS

Police- no report

Fire- no report

City Administrator- staff has been working with the state controller's office with Idaho transparency. We are currently out of compliance with 2021 audit that is not completed. The budget posted on the website kept us in compliance with the State of Idaho.

City Engineer- 4 different projects going on- controls project at the hydro two days in and have about two and half weeks to go. Schweitzer Engineering Laboratories is doing a great job. Working on a Grant application with PAC for Lift station #5 should have it complete in a week or 2 there will be a public hearing on November 7th for submitting the application as well as agenda item on November 7th, Bonner Street, The Street Dept., and Water Dept. will be pulling up the concrete panels removing 50 linear feet of the street, there was a 6 inch bore complete on Riverside for the upcoming road project with the county.

Urban Renewal District- no report

SPOT-no report

Golf- no report

EDC- update on the broadband projects, EL submitted 2 projects under the capital project fund. Hopefully this month the broadband advisory board will have a decision on those. Idaho also has \$583,000,000.00 of federal

funding under the BEAD program under broadband, they have plan that needs to be submitted to be approved, the grant funds will not be available until next year and then roll out over the next 3 years. U of I has been selected as host site for the American Connection Core, Boundary County is one the site for that, U of I has not found a candidate for that, that is one of the duties to facilitate, will probable know in the nest week if there is a candidate, if not he will ask the EDC board if they would like his to facilitate that to make sure all the community needs are being met. Moyie sewer project is still on going for the next month. Visitor Center numbers are up from last year, 73% higher from last August.

CONSENT AGENDA

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of minutes from the 7/11/23 Budget Workshop, 7/11/23 Regular Council, 7/18/23 Budget Workshop, 7/18/23 Regular Council.

Adam made the motion to approve the consent agenda. Ron seconded the motion.

Result:	Approve
Moved by:	Adam Arthur
Seconded by	Ron Smith
Voted Yes	Brion Poston, Val Thompson, Adam Arthur, Ron Smith
Voted No	
Absent	

NEW BUSINESS

4. **CITY- (action item)** Discuss and consider nominating a Council President to replace Rick Alonzo for the remainder of his term.
 Brion Nominated Val, she declined, Val nominated Brion Poston in turn, he declined, Brion Poston then nominated Ron Smith as Council President. Ron accepted.
 Brion made the motion to select Ron as city council president, Adam seconded the motion.

Result:	Approve
Moved by:	Brion Poston
Seconded by	Adam Arthur
Voted Yes	Brion Poston, Val Thompson, Adam Arthur,
Voted No	
Absent	

5. **CITY-** Consider purchase of Hydraulic tilt trailer for City Departments use in the amount up to \$12,000.00 to be split evenly between water, sewer, electric and general fund.

There is frequent need to move equipment between departments, the most prevalent need is due to having to move golf carts to and from the city yard the main purpose of a tilt is simply ease of access. This has already been budgeted in regards to the current budget. Val made the motion to approve the purchase of the tilt trailer in

the amount of \$12,000.00 to be split even between water, sewer, electric and general fund. Brion seconded the motion.

Result:	Approve
Moved By:	Val Thompson
Seconded by	Brion Poston
Voted Yes	Brion Poston, Val Thompson, Ron Smith, Adam Arthur
Voted No	
Absent	

6. **Electric**-Consider approval of Contract with EL Automation in the amount of \$20,000 to complete boring for replacement of primary line that serves customers in Moyie Springs.

Mike stated that the City replaces approximately \$125,000.00 worth of overhead lines and buried lines that just get old and aged and get a lot of ground faults in Moyie Springs. Most of this is caused by the material its buried in and old wires. The crew would like to get all the bores completed and then replace the line and decommission the old lines that are damaged. Brion made the motion to approve the contract with EL Automation for \$20,000.00 to complete the boring at Moyie Springs, Adam seconded the motion.

Result:	Approve
Moved By:	Brion Poston
Seconded by	Adam Arthur
Voted Yes	Brion Poston, Val Thompson, Ron Smith, Adam Arthur
Voted No	
Absent	

7. **Water/Sewer**- Consider approval of vehicle purchase for the water and sewer department in the amount of \$49,218.40.

This has been in the capital plan for a few years, tried to order last year but this did not happen due to the shortage, attempting to reorder through Taylor and Sons in Ponderay. Would like to get the quote sheet signed so we can move forward with getting the vehicle ordered.

Adam made the motion to approve the vehicle purchase for \$49,218.40 and authorize the mayor to sign the attached order. Val seconded the motion.

Result:	Approve
Moved by:	Adam Arthur
Seconded by	Val Thompson
Voted Yes	Ron Smith, Brion Poston, Val Thompson, Adam Arthur

Voted No	
Absent	

8. **Water/Sewer-** Consider acceptance of bids for new vacuum truck for the water and sewer department.

Mike stated that they only received one bid Friday for the vacuum flusher truck. The last truck was purchased back in 2007, it does get used pretty hard. It can excavate in all kinds of weather without damaging lines and the ground, it's a multipurpose vehicle. In the capital plan we had \$800,000.00 scheduled for it, a recent quote shows \$602,000.00 based on what we were looking at. The bid is slightly less than that. In the capital plan, Mike showed a 50/50 split with water and sewer, but after speaking with the water/sewer department, it leans more towards sewer, so is leaning more towards a 25% water, 75% sewer split. Brion asked the question of what the plan for the old truck is and Mike stated we intend to keep it. Will also need to look into the possibility of adding an additional building to store these vehicles.

Ron Smith made the motion for purchase using 25% funds from water and 75% from the sewer department and would like the mayor to authorize the contract with Owen Equipment to purchase a vacuum flusher truck for \$595,260.00, Val Thompson seconded the motion.

Result:	Approve
Moved by:	Ron Smith
Seconded by	Val Thompson
Voted Yes	Brion Poston, Val Thompson, Adam Arthur, Ron Smith
Voted No	
Absent	

9. **PLANNING-** Consider supplemental contract with Ruen Yeager and Associates to complete code reform updates to Title 11 and Title 12, Bonners Ferry City Land Use and Subdivision Code in response to the 2023 Comprehensive Plan update in the amount not to exceed without prior approval of \$20,000.

Two years ago, the city received from the Blue Cross Foundation \$20,000.00 a donation to the city to activate the previous grant for \$50,000.00 to do the comprehensive plan. We set this aside until we were done with the plan. And we are now moving forward. Lisa recommended we move forward with the service we already have with Ruen Yeager. Ruen Yeager provided a letter that outlines the work they would be doing for \$20,000.00 and would not exceed that amount. Lisa will work with the planner and planning and zoning commission to develop that.

Adam Arthur made the motion to approve the contract with Ruen Yeager and Associates to complete Code Reform Updates to Title 11 and Title 12 Bonners Ferry City Land Use and Subdivision Code for the amount of \$20,000.00, Ron Smith seconded the motion.

Result:	Approve
Moved by:	Adam Arthur
Seconded by	Ron Smith
Voted Yes	Brion Poston, Val Thompson, Adam Arthur, Ron Smith
Voted No	
Absent	

10. **POLICE-** [attachment]- Consider reallocation of ARPA funds from In-Car repeaters to Body and Dash Camera system for police Department.

Police Chief Brian Zimmerman said the \$30,000.00 ear marked from ARPA were frozen up until recently for in-car repeater, bought one for \$5,000.00, it did not do what was promised and Brion is not interested in getting any more. Jeremy Garrett did some research and came up with a solution with 10-8, this is a dash camera, body camera and storage of 100 Terabytes, this will take care of the few years. It would exceed the \$25,000.00 earmarked for in car repeaters, but there is \$10,000.00 earmarked for rifles and optics, we are receiving a donation from ISP of 10 rifles to the police department, they are all universal and identical which does not exist at the time. There will be some money left over to buy optics as well. Val made the motion to reallocate the ARPA funds from the in-car repeaters to the body in dash cam system for the Police Department with the Shotgun previous authorization of \$13,500.00 to new allocation of \$3500.00. Lisa advised to state "As provided within the staff report". Total amount is \$27,331.00. Brion seconded the motion.

Result:	Approve
Moved by:	Val Thompson
Seconded by	Brion Poston
Voted Yes	Adam, Val, Brion, Ron
Voted No	
Absent	

11. **CITY-** Consider 2023 Christmas Party, location, and budget approval.

There was the discussion of cost and possibly giving gift cards instead of a dinner for everyone. The council decided to table this discussion at this time.

Result:	Tabled
Moved by:	
Seconded by	
Voted Yes	
Voted No	
Absent	

12. **CITY-** Consider 2024 Flower basket purchase and expenditure authorization.

We received 3 quotes from different vendors, the cost has gone up from last year, Creach Garder was \$5389.28, Priest Gardens does not deliver, but we would get a discounted rate for the reuse of the baskets at \$4679.28, we would have to make arrangements to get them. There are no local vendors that can provide us

with large quantities. Val felt it was very important to invest in the place that we want to be, there is something about hometown pride.

Val Thompson made the motion to spend up to \$6000.00 on the purchase of the flower baskets for the 2024 summer season. Brion Poston seconded the motion.

Result:	Approve
Moved by:	Val Thompson
Seconded by	Brion Poston
Voted Yes	Ron Smith, Brion Poston, Val Thompson, Adam Arthur
Voted No	
Absent	

ADJOURNMENT

The meeting was adjourned at 7:07pm.

MUTUAL AID AGREEMENT
PARADISE VALLEY FIRE DISTRICT
AND
CITY OF BONNERS FERRY FIRE DEPARTMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between PARADISE VALLEY FIRE DISTRICT, an independent fire protection taxing district, and the CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho.

WITNESSETH:

WHEREAS, the parties have developed a mutual interest in the control of fire, hazardous materials incidents, and other emergency support; and,

WHEREAS, an Agreement of this nature is authorized under Idaho Code § 31-1430; and,

WHEREAS, each of the parties own and maintain equipment and employ personnel trained to provide various levels of service in the control of fire, fire prevention, hazardous materials control, and/or other emergency support; and,

WHEREAS, in the event of a major fire, disaster or other emergency, each of the parties may need the assistance of another party or parties to provide supplemental fire suppression, hazardous materials control, and/or other emergency support; and,

WHEREAS, the geographical boundaries of each party are located in such a manner as to enable each party to render mutual assistance to the other; and,

WHEREAS, it has been determined by analysis of past experiences and recommendations of chief officers of fire departments to be in the best interests of the citizens of communities and/or fire districts represented by the parties hereto, that prompt, adequate fire protection and pertinent services to all persons and property in said communities and/or districts can be best accomplished by a cooperative agreement for mutual aid in fire services and all related activities

NOW THEREFORE, subject to the terms of this Agreement to carry out the purposes and functions described above, and in consideration of the benefits to be received by each of the parties, it is hereby agreed as follows:

This Agreement is entered into by and between various emergency response agencies within and surrounding Boundary County, Idaho, including but not limited to municipalities, agencies of the State of Idaho, fire protection districts, federal agencies, and emergency medical services subscribed hereto.

This Agreement is for the purpose of receiving and rendering mutual aid assistance during the initial responses phase of an emergency and will remain in force until such time as it is superseded by other contractual agreements which may apply for a long term incident.

- A. Each of the parties possesses and maintains equipment for fire control and suppression, and/or for providing for emergency medical services, and/or responding to other various emergencies. Each of the parties also retains personnel trained to provide fire control, and/or various levels of emergency medical service and/or to control other various emergencies.
- B. In the event of a fire, disaster, or other emergency, the parties may require the assistance of one or more other parties to provide supplemental fire control and/or emergency medical service equipment and/or other specialized equipment and trained personnel.
- C. Each of the parties has the necessary equipment and trained personnel to enable it to provide assistance to the other parties in the event of such an emergency.
- D. The geographical location of all parties is such that it is capable of rendering effective mutual aid assistance to the others.

For the purpose of securing benefits of mutual aid in the protection of life and property from fire or other emergency or disaster, and in consideration of the benefits to be received by each, the parties hereto mutually agree as follows:

1. DEFINITION OF INITIAL PHASE.

The initial phase of an incident is defined as that period during which response is initiated and control or mitigation of the emergency occurs until management of the incident is turned over to an agency that has the full resources available, either its own or through contract, to manage the incident. While it is not possible to define a specific time period, all parties to this agreement understand that it generally of short term duration and that assisting agencies should be returned to the area that they normally provide protection for as soon as possible unless other agreements or contracts are in force.

2. REQUEST FOR ASSISTANCE.

The incident command officer of any party municipality, state agency, federal agency, fire district or other agency party to this agreement is authorized to request assistance from the other parties if confronted with an emergency situation requiring equipment or personnel in the excess of that available.

- a. Request for assistance shall be made only by the incident command officer in charge of the incident or at his specific direction, and shall be directed to the officer in charge of or authorized to dispatch equipment and personnel outside of the area of the responding party, or shall immediately be referred to that officer for a decision as to the assistance to be given in response to the request.
- b. A request for assistance shall specify the amount and type of equipment and number of personnel required, and shall specify the location to which the equipment and personnel are to be dispatched.
- c. An automatic request for assistance may be specified in advance by agreement of the parties hereto and placed on file with the appropriate dispatch center along with protocols for usage.
- d. Requests for assistance shall be made to the nearest party with the amount and types of equipment and number of personnel required. A move-up procedure shall be used to provide protection to areas vacated by a response to a call for assistance.

3. RESPONSE TO REQUEST.

Upon receipt of a request for mutual aid assistance, the officer in charge of the party receiving the request shall:

- a. Determine if equipment and personnel are available for response as requested.
- b. Advise the requesting party of the equipment and personnel available for response and the response time.
- c. Dispatch requested personnel and equipment as available to the scene of the emergency with the proper operating instructions.

The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting party if for any reason assistance cannot be rendered.

4. STATUS OF EQUIPMENT AND PERSONNEL.

- a. All equipment used by any party in carrying out this Agreement, shall at the time of action, be in its possession and authorized for use by the responding party.
- b. All personnel acting for any party under this Agreement shall at the time of such action be employees or authorized volunteer members of that party.

5. COMMAND RESPONSIBILITY.

The incident command officer of the party municipality, state agency, federal agency, fire district or other agency to which response is made shall be in command of the operations under which the equipment and personnel sent by the responding party shall service, provided that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding units.

6. TERMINATION OF SERVICE.

- a. The equipment and personnel of the responding party shall be released from service and returned to the responding party municipality, state agency, federal agency, fire district, or other agency by the incident command officer in charge when no longer required or when needed in the area for which it normally provides protection.
- b. The equipment and personnel of the responding party may be transferred to another entity if there are contractual agreements which may apply, at which time the terms of those contracts will be in force, including but not limited to, compensation, liability, and work rules.

7. LIABILITY AND CLAIMS.

- a. Each party shall be legally responsible for its own equipment and personnel used in providing assistance pursuant to this Agreement. Each party waives all claims against the other party for all losses, damages, injuries, or death that a party or its employees, volunteers or officials may incur while performing its duties under this Agreement and which are caused solely by its

own actions or omissions, or those of its employees, volunteers, or officials while acting within the course and scope of their employment or volunteer status.

- b. Each party shall be solely liable for damages caused to third parties during the performance of this Agreement that arise solely out of its own negligence or other wrongful acts or omissions, or that of its employees, volunteers, or officials while acting within the course and scope of their employment or volunteer status. If both parties to this Agreement are at-fault in causing damages to third parties, each party shall only be liable for its degree of comparative fault. Each party hereby agrees to indemnify, defend, and hold harmless the other party and its employees, volunteers, and officials, from any and all claims of every kind and nature, including but not limited to, costs, expenses, loss, damages, and attorney's fees and costs, that are brought by third parties and caused solely by one party's negligence or other wrongful acts or omissions, or that of its employees, volunteers, and officials while acting within the course and scope of their employment or volunteer status.

8. INSURANCE.

Each party shall maintain insurance coverage for its own equipment and personnel.

9. COMPENSATION.

Each party shall agree to respond per the terms of this Agreement and will not request compensation for the services rendered for the first two (2) hours of response time. If the responding party provides assistance for more than two (2) hours it may, at its discretion, charge the cost of time and materials to the party requesting the assistance under the authority of Idaho Code § 31-1430.

10. PRE-EMERGENCY PLANNING.

The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which indicate the types and locations of potential problem areas where emergency assistance may be needed, and the type of equipment and number of personnel which should be dispatched under various

circumstances. Such plan shall consider and insure the proper protection by the responding party of its own geographical area.

11. NON-EXCLUSIVE AGREEMENT.

The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other entities.

12. DURATION AND TERMINATION.

This Agreement shall become effective for each party upon the date of signing hereto, and shall remain in full force and effect until participation is terminated by giving the other parties a thirty (30) day notice of termination in writing, or until it is superseded by a new agreement.

IN WITNESS WHEREOF the parties have entered this Agreement on the day and year first above written.

PARADISE VALLEY FIRE DISTRICT

BONNERS FERRY FIRE DEPARTMENT

By: _____
Commissioner

By: _____
Mayor

By: _____
Commissioner

By: _____
Council President

By: _____
Commissioner

By: _____
Council Member

By: _____
Fire Chief

By: _____
Council Member

By: _____
Council Member

By: _____
Fire Chief

MUTUAL AID AGREEMENT
SOUTH BOUNDARY FIRE DISTRICT
AND
CITY OF BONNERS FERRY FIRE DEPARTMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between SOUTH BOUNDARY FIRE DISTRICT, an independent fire protection taxing district, and the CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho.

WITNESSETH:

WHEREAS, the parties have developed a mutual interest in the control of fire, hazardous materials incidents, and other emergency support; and,

WHEREAS, an Agreement of this nature is authorized under Idaho Code § 31-1430; and,

WHEREAS, each of the parties own and maintain equipment and employ personnel trained to provide various levels of service in the control of fire, fire prevention, hazardous materials control, and/or other emergency support; and,

WHEREAS, in the event of a major fire, disaster or other emergency, each of the parties may need the assistance of another party or parties to provide supplemental fire suppression, hazardous materials control, and/or other emergency support; and,

WHEREAS, the geographical boundaries of each party are located in such a manner as to enable each party to render mutual assistance to the other; and,

WHEREAS, it has been determined by analysis of past experiences and recommendations of chief officers of fire departments to be in the best interests of the citizens of communities and/or fire districts represented by the parties hereto, that prompt, adequate fire protection and pertinent services to all persons and property in said communities and/or districts can be best accomplished by a cooperative agreement for mutual aid in fire services and all related activities

NOW THEREFORE, subject to the terms of this Agreement to carry out the purposes and functions described above, and in consideration of the benefits to be received by each of the parties, it is hereby agreed as follows:

This Agreement is entered into by and between various emergency response agencies within and surrounding Boundary County, Idaho, including but not limited to municipalities, agencies of the State of Idaho, fire protection districts, federal agencies, and emergency medical services subscribed hereto.

This Agreement is for the purpose of receiving and rendering mutual aid assistance during the initial responses phase of an emergency and will remain in force until such time as it is superseded by other contractual agreements which may apply for a long term incident.

- A. Each of the parties possesses and maintains equipment for fire control and suppression, and/or for providing for emergency medical services, and/or responding to other various emergencies. Each of the parties also retains personnel trained to provide fire control, and/or various levels of emergency medical service and/or to control other various emergencies.
- B. In the event of a fire, disaster, or other emergency, the parties may require the assistance of one or more other parties to provide supplemental fire control and/or emergency medical service equipment and/or other specialized equipment and trained personnel.
- C. Each of the parties has the necessary equipment and trained personnel to enable it to provide assistance to the other parties in the event of such an emergency.
- D. The geographical location of all parties is such that it is capable of rendering effective mutual aid assistance to the others.

For the purpose of securing benefits of mutual aid in the protection of life and property from fire or other emergency or disaster, and in consideration of the benefits to be received by each, the parties hereto mutually agree as follows:

1. DEFINITION OF INITIAL PHASE.

The initial phase of an incident is defined as that period during which response is initiated and control or mitigation of the emergency occurs until management of the incident is turned over to an agency that has the full resources available, either its own or through contract, to manage the incident. While it is not possible to define a specific time period, all parties to this agreement understand that it generally of short term duration and that assisting agencies should be returned to the area that they normally provide protection for as soon as possible unless other agreements or contracts are in force.

2. REQUEST FOR ASSISTANCE.

The incident command officer of any party municipality, state agency, federal agency, fire district or other agency party to this agreement is authorized to request assistance from the other parties if confronted with an emergency situation requiring equipment or personnel in the excess of that available.

- a. Request for assistance shall be made only by the incident command officer in charge of the incident or at his specific direction, and shall be directed to the officer in charge of or authorized to dispatch equipment and personnel outside of the area of the responding party, or shall immediately be referred to that officer for a decision as to the assistance to be given in response to the request.
- b. A request for assistance shall specify the amount and type of equipment and number of personnel required, and shall specify the location to which the equipment and personnel are to be dispatched.
- c. An automatic request for assistance may be specified in advance by agreement of the parties hereto and placed on file with the appropriate dispatch center along with protocols for usage.
- d. Requests for assistance shall be made to the nearest party with the amount and types of equipment and number of personnel required. A move-up procedure shall be used to provide protection to areas vacated by a response to a call for assistance.

3. RESPONSE TO REQUEST.

Upon receipt of a request for mutual aid assistance, the officer in charge of the party receiving the request shall:

- a. Determine if equipment and personnel are available for response as requested.
- b. Advise the requesting party of the equipment and personnel available for response and the response time.
- c. Dispatch requested personnel and equipment as available to the scene of the emergency with the proper operating instructions.

The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting party if for any reason assistance cannot be rendered.

4. STATUS OF EQUIPMENT AND PERSONNEL.

- a. All equipment used by any party in carrying out this Agreement, shall at the time of action, be in its possession and authorized for use by the responding party.
- b. All personnel acting for any party under this Agreement shall at the time of such action be employees or authorized volunteer members of that party.

5. COMMAND RESPONSIBILITY.

The incident command officer of the party municipality, state agency, federal agency, fire district or other agency to which response is made shall be in command of the operations under which the equipment and personnel sent by the responding party shall service, provided that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding units.

6. TERMINATION OF SERVICE.

- a. The equipment and personnel of the responding party shall be released from service and returned to the responding party municipality, state agency, federal agency, fire district, or other agency by the incident command officer in charge when no longer required or when needed in the area for which it normally provides protection.
- b. The equipment and personnel of the responding party may be transferred to another entity if there are contractual agreements which may apply, at which time the terms of those contracts will be in force, including but not limited to, compensation, liability, and work rules.

7. LIABILITY AND CLAIMS.

- a. Each party shall be legally responsible for its own equipment and personnel used in providing assistance pursuant to this Agreement. Each party waives all claims against the other party for all losses, damages, injuries, or death that a party or its employees, volunteers or officials may incur while performing its duties under this Agreement and which are caused solely by its

own actions or omissions, or those of its employees, volunteers, or officials while acting within the course and scope of their employment or volunteer status.

- b. Each party shall be solely liable for damages caused to third parties during the performance of this Agreement that arise solely out of its own negligence or other wrongful acts or omissions, or that of its employees, volunteers, or officials while acting within the course and scope of their employment or volunteer status. If both parties to this Agreement are at-fault in causing damages to third parties, each party shall only be liable for its degree of comparative fault. Each party hereby agrees to indemnify, defend, and hold harmless the other party and its employees, volunteers, and officials, from any and all claims of every kind and nature, including but not limited to, costs, expenses, loss, damages, and attorney's fees and costs, that are brought by third parties and caused solely by one party's negligence or other wrongful acts or omissions, or that of its employees, volunteers, and officials while acting within the course and scope of their employment or volunteer status.

8. INSURANCE.

Each party shall maintain insurance coverage for its own equipment and personnel.

9. COMPENSATION.

Each party shall agree to respond per the terms of this Agreement and will not request compensation for the services rendered for the first two (2) hours of response time. If the responding party provides assistance for more than two (2) hours it may, at its discretion, charge the cost of time and materials to the party requesting the assistance under the authority of Idaho Code § 31-1430.

10. PRE-EMERGENCY PLANNING.

The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which indicate the types and locations of potential problem areas where emergency assistance may be needed, and the type of equipment and number of personnel which should be dispatched under various

circumstances. Such plan shall consider and insure the proper protection by the responding party of its own geographical area.

11. NON-EXCLUSIVE AGREEMENT.

The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other entities.

12. DURATION AND TERMINATION.

This Agreement shall become effective for each party upon the date of signing hereto, and shall remain in full force and effect until participation is terminated by giving the other parties a thirty (30) day notice of termination in writing, or until it is superseded by a new agreement.

IN WITNESS WHEREOF the parties have entered this Agreement on the day and year first above written.

SOUTH BOUNDARY FIRE DISTRICT BONNERS FERRY FIRE DEPARTMENT

By: _____
Commissioner

By: _____
Mayor

By: _____
Commissioner

By: _____
Council President

By: _____
Commissioner

By: _____
Council Member

By: _____
Fire Chief

By: _____
Council Member

By: _____
Council Member

By: _____
Fire Chief

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF BONNERS FERRY, a political subdivision of the state of Idaho, herein "ENTITY" and EBY TREE SERVICE, LLC, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform power line tree trimming system wide at the direction of the Electric Department.

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

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the project by December 31, 2024.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per Attachment 1 in an amount not to exceed \$50,000 without prior approval by Council.

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 to the extent such is caused by the negligent 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.

13. **Certification that Company is Not Currently Owned or Operated by the Government of China.** Pursuant to Idaho Code section 67-2359, Contractor certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.

DATED this _____ day of _____, 2023.

ENTITY:

CITY OF BONNERS FERRY

By: _____

Mayor

ATTEST:

Clerk

CONTRACTOR:

By: _____

Its: _____

WITNESS:

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



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator *LMA*
DATE: November 2, 2023
RE: **Christmas 2023**

After speaking with a number of the staff, most felt that they are happy with either scenario where the council has a party or provides gift cards. However, most (if not all) felt the same way I did regarding the need to avoid having staff prepare and clean up from the party.

Please let me know if there are any questions.



Application
For an
Idaho Community Development Block Grant

Lift Station #5 Replacement

By the

CITY OF BONNERS FERRY

Rick Alonzo, Mayor

November 17, 2023



CITY OF BONNERS FERRY

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

November 7, 2023

Director Tom Kealey
Idaho Department of Commerce
PO Box 83720
Boise, ID 83720-0093

Dear Director Kealey:

The City Bonners Ferry respectfully submits this application for an Idaho Community Development Block Grant for removal and construction of a new lift station #5.

In the City's 2013 Wastewater Facilities Master Plan, replacement of Lift Station #5 is the highest priority for improvements to the collection system due to its age, significant deterioration, location deficiencies and serious potential for wastewater overflows. Once a lease agreement was executed with BNSF in 2022, the Preliminary Engineering Report specifically for lift station #5 could be prepared.

This application for a \$500,000 grant will eliminate these problems for 2,420 persons, of whom 59.31% meet LMI standards. The City of Bonners Ferry has committed to providing \$726,000 in matching funds to help finance this project.

We appreciate your concern and consideration regarding our CDBG request.

Sincerely,

Rick Alonzo
Mayor

Cc: Jeremy Grimm, Region I EAC Member
Eve Knudtson, EAC Ad Hoc Member

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A Survey Report

B Public Participation

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- Public Hearing Documents
- Letters of Support

C Fair Housing Resolution

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- Photos of Existing Conditions
- Opinion of Probable Cost
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F Facility Plan

- PER Table of Contents/Executive Summary

G Financial Plan/Water Rate Review

ICDBG Application Information Page

Applicant: City of Bonners Ferry Chief Elected Official: Rick Alonzo, Mayor
 Address: 7232 Main Street, PO Box 149, Bonners Ferry, ID 83805 Phone: 208-267-3105
 Email Address: ralonzo@bonnersferry.id.gov
 Unique Entity Identification (UEI) #: PUNSPFWLBZZ6

Subrecipient (if applicable): N/A

Application Prepared by: Nancy Mabile, Regional Planner Phone: 208-772-0584 x3014
 Address: Panhandle Area Council, 11100 N Airport Drive, Hayden, ID 83835

Architect/Engineer/CM: Ashley Williams, P.E. Phone: 208-664-9382
 Address: Welch-Comer, 330 E Lakeside Ave., STE 101, Coeur d'Alene, ID 83814

National Objective

- LMI Area LMI Clientele Post Disaster
 LMI Jobs Slum & Blight LMI Housing

Project Type

- Public Facility Post Disaster
 Infrastructure for Jobs Senior Center
 Downtown Revitalization Public Park
 Community Center

Project Population to Benefit (Persons): (Census/Survey/Jobs)

Total # to Benefit: 2,420 Total # LMI to Benefit: 1,435
 % LMI to Benefit: 59.31 %

Project Description: The proposed project includes demolition of existing lift station #5 and construction of a new lift station #5.

SOURCE	AMOUNT	FUNDS COMMITTED/ CONTRACT AWARD DATE	DOCUMENTS IN APPENDIX **
ICDBG	\$ 500,000	TBD	
Local Cash	726,400	11/07/2023	D
Local Loan*			
Local In-Kind**			
UDSA-RD Grant			
State Grant			
Foundation Grant			
Private Investment			
Other (identify)			
TOTAL PROJECT FINANCING	\$1,226,400		

* Identify Loan Source(s): N/A Date Bond or Necessary & Ordinary Passed: N/A

** Identify which appendix corresponding documentation is in. Documentation should be a letter from the appropriate source.

Economic Advisory Council

The City of Bonners Ferry owns, operates, and maintains the Bonners Ferry Wastewater Collection, Treatment, and Disposal System that has portions that are over 100 years old. The sewer system serves 1,305 households within the city and in parts of Boundary County and includes a 4-cell aerated lagoon treatment plant that was designed in 1967. The city has expanded the system as the size of the town and population has grown, but due to age and deterioration, the need for repairs and improvements have only become more apparent. There are eight lift stations, and of these, lift station #5 is in the direst need of replacement due to its age, significant deterioration, and location deficiencies. The city estimates that the lift station is between 48-52 years old and has numerous problems such as continual build-up of oils, grease, fats and refuse in the wet well that have caused 8 documented sanitary sewer overflows over the past ten years. There is a surge tank to catch overflows, but the city's maintenance employees must continually clean out the wet well with a large truck 6-7 times per year. The increase in the volume of sewage over time has caused the station pumps to burn out quickly.



Lift Station #5

Not only is lift station #5 in need of replacement, but its location leaves much to be desired. Currently, it sits on BNSF Railroad property in close proximity to the railway line. Emergencies at the lift station in the winter require the city to coordinate with BNSF to request snowplowing to the location. When city crews must clean the wet well, their nearly 40' vacuum/flusher truck is extremely difficult to maneuver, with little to no room to turn around or back up.

The future demands of the sewer system will exceed what can currently be handled by lift station #5, which now lifts more sewage than any other lift station on the system. Lift stations #6, #7, and #8 deliver wastewater to #5 to be pumped directly to the system's treatment lagoons. Between the size of the land area that lift station #5 serves and the fact that two of Boundary County's public schools and seven large businesses also rely upon the service of this lift station, the need for its relocation and replacement is evident.

Lift station #5 is not in compliance with the following code requirements through IDAPA 58.01.16: accessibility to/from the lift station (440.01.b), valves located in a separate chamber (440.04.d), and provision of adequate emergency overflow storage (440.07.b). Construction of a new lift station will ensure that the city has the capacity to support the projected growth, have adequate emergency storage to prevent potential flooding of the railroad in an emergency, and ensure that wastewater will not overflow with the increased demand. The improved site will provide enhanced access for the City's vacuum/flusher truck that is critical to ensuring reliable lift station operations during emergencies, or during routine cleaning and maintenance.

Boundary County's August 2023 revised unemployment rate was 4.8%, which is 1.8 points higher than the State of Idaho's 3.0%. Those that are considered below the poverty level in the City of Bonners Ferry are over 20% of the population. An income survey was completed in October 2019 that encompassed Bonners Ferry city limits as well as individuals living in Boundary County that are served by the City's wastewater system determined that the users 59.31% LMI. CDBG funds will be used for construction activities. Dollars from the city's sewer fund will be used for construction, engineering, and grant administration.

This application for a \$500,000 grant will eliminate these problems for 2,420 persons, of whom 59.31% meet LMI standards. The City of Bonners Ferry has committed to providing \$726,000 in matching funds to help finance this project.

Threshold Factors

Eligible Applicant

The applicant is a city The applicant is a county

Eligible Activities

The proposed project to replace Lift Station #5 in the City of Bonners Ferry is eligible under the public facility threshold, specifically for clearance and demolition and installation of public infrastructure.

National Objective

Low and Moderate-Income Area Benefit

Total number of households* in project benefit area 1,305

*Note: For water and sewer projects, this is the number of households hooked onto the system and any households that will hook onto the system once the project is complete.

LMI Percentage Determined by: (Check one and complete requested information)

- Census Data
- Income Survey – Survey Report is in Appendix A.
- Census and Survey

Citizen Participation

(Respond to questions and provide documentation in Appendix)

ICDBG Citizen Participation Plan adopted? Yes No

Did you hold a public hearing prior to application? Yes No

Date of Notice: 10/26/2023 Date of Hearing: 11/7/2023

The Citizen Participation Plan, all Public Hearing Documents and Letters of Support are in Appendix B.

Statewide Goals and Strategies

To be completed by the Idaho Department of Commerce.

Administrative Capacity

Applicant Capacity

1. *The experience of the clerk and public works director,*

Deby Garcia, City Clerk. Deby has been working for the City in the Clerk's office for 8 years and was appointed as the City Clerk in 2023. Prior to working for the City, Deby worked for North Idaho College Head Start for 14 years with 10 of those years as center manager.

Mike Klaus, P.E. City Engineer. Mike has been an engineer for 26 years, with 11 of those years as the City Engineer for the City of Bonners Ferry. Prior to working for the City, Mike worked for several years as a consulting engineer, and worked for the Idaho Department of Environmental Quality.

John Delaney, Water and Sewer Superintendent. John has worked with the City's water and sewer departments since 2007 and became the superintendent of those departments in 2016. John is committed to the successful operation of all eight of the City's aging lift stations, as well as the lagoon treatment system.

2. *The most recent audited financial statements and if there were any material weaknesses, deficiencies, or findings,*

The last audit completed for the city was for fiscal year 2020. The City currently has auditors working under contract to complete the 2021 audited financials for the City, with the audit of the 2022 financials to begin directly after the 2021 work is complete. While the audits are not complete for 2021 or 2022, the cash position of the sewer department is accurately known, with sufficient funds to operate and maintain the system, retain ninety days of operating reserve, and support a capital plan which includes the proposed lift station replacement.

3. *The most recent ICDBG grant the applicant managed,*

The most recent Idaho Community Development Block Grant the City managed was the 2017 Municipal Swimming Pool Repairs that was started in late 2018 and completed in early 2019.

4. *For sub-recipients, identify the governing structure and if and when last audited. Also explain the status of the sub-recipient agreement.*

Not Applicable to this project.

Grant Administration

The city has had an excellent working relationship with staff at the Panhandle Area Council, Inc. (PAC) on previous CDBG projects, and therefore, has selected PAC to perform grant administration services for this project. There is no procurement documentation.

Fair Housing

The city adopted Fair Housing Resolution #2019-04-16 on April 16, 2019. It is included in Appendix C.

Anti-Displacement Policy

The City of Bonners Ferry has certified to the Idaho Department of Commerce's Residential Anti-Displacement and Relocation Assistance Plan; Uniform Relocation and Real Property Acquisition Act of 1970, as amended (49 CFR Part 24) through signature on the Certifications Page.

Program Income

This project for public infrastructure will not generate program income.

Project Description and Property

Project Description

A Wastewater Facilities System Master Plan (Master Plan) was completed in June of 2013. The city's lift station #5 is the number one priority in terms of capital improvement due to its deteriorating condition and its difficult location access. The declining lift station raises concerns, due to the increased chances of failure within certain components. Additionally, when deteriorating components are expected to handle larger demands it is anticipated that a component of the lift station may fail. If components of the lift station fail, the station could overflow, and wastewater would flow down the hill towards the BNSF Railroad and constitute a violation of Idaho Rules for Wastewater (IDAPA 58.01.16).

The proposed project includes construction of a new lift station #5 to replace the existing lift station. The new lift station will be designed to provide greater flexibility in pumping capacity to meet potential future growth. Construction activities will also involve improved access as well as appropriate emergency storage.

Improvements will ensure that the City has the capacity in lift station #5 to support the projected growth. In addition, the lift station will have adequate emergency storage to prevent potential flooding of the railroad in an emergency. The new lift station will ensure that wastewater will not overflow with the increased demand.

CDBG funds will be used for construction activities. Dollars from the city's sewer fund will be used for construction, engineering, and grant administration. A site plan, photos, and match commitment are in Appendix D.

Property and Permits

1. Does the applicant have current ownership or title to property applicable to the project? (See Appendix E) Yes No
2. Will any property be needed for this project? Yes No
Status of the purchase: _____
Estimated date of final purchase: _____
What funds will be used to make the purchase? _____
3. Will any easements or rights-of-way be needed for this project? Yes No
4. Will any lease be needed for this project? Yes No
Status of the lease: Executed. See Appendix E.
Estimated date of lease execution: 11/4/22
5. Is anyone living on the land or in the structures at the proposed site? Yes No
6. Is any business being conducted on the land or in the structures at the proposed site? Yes No
7. Are there any businesses, individuals, or farms being displaced as a result of this project? Yes No
8. Are there permits that will be needed for the project, i.e.,
 - Well permit Yes No
 - Water rights Yes No
 - Land application Yes No
 - Demolition permits Yes No
 - Zoning permit Yes No
 - Air quality permit Yes No
 - Building permit Yes No
 - Other _____ Yes No

Status of the permits (has application for the permit been submitted; if so, what is the projected date of issue?) Demolition and Building permits will be obtained by the Contractor.

9. Describe the ownership or lease arrangements for the property involved in the project: The city has a license agreement with BNSF through Strong Capital VI, LLC, to have Lift Station #5 replaced on the same parcel at an adjusted location as illustrated in the Agreement Exhibits (Appendix E).

Budget Narrative

The following describes the funding sources by category, in order as stated on the following budget form, and the commitment status of each source. Match documentation is in Appendix D.

CDBG – \$500,000 – Pending: The CDBG funds will be used for construction activities.

City Cash – \$726,000 –Committed: These will come out of the sewer fund and used for all categories as stated on the budget form below.

Idaho Community Development Block Grant Budget Form

Applicant or Grantee: City of Bonners Ferry

Project Name: Lift Station #5 Replacement

Line Items	ICDBG	CITY	Total
Planning			\$ -
Facilities Plan			-
Administration		\$ 50,000	50,000
Design Professional		248,000	248,000
Acquisition			-
Soft Cost			-
Construction	\$ 500,000	423,400	923,400
Materials/Equipment			-
Financing Expenses			-
Bond Counsel			-
Legal		5,000	5,000
Property Value			-
TOTAL COSTS	\$ 500,000	\$ 726,400	\$ 1,226,400

Detailed Cost Analysis

1. Have preliminary plans and specs been submitted to regulatory agencies for review?
 If yes, list date submitted: _____ Yes No
 If no, list expected date to be submitted: April 2024
2. Will project include bid alternatives to meet project budget if necessary? Yes No
3. Are Davis Bacon wage rates applicable to the project?
 If yes, are they included in the project costs? Yes No
 Yes No
4. Design Professional Cost Estimate may be found in Appendix D.

Project Schedule

Project Activity	Date (to be) Completed	Documentation in Appendix
Design Professional Contract Executed	December 2023	
Grant Administration Contract Executed	February 2024	
Environmental Release	August 2024	
Bid Document Approval	July 2024	
Bid Opening	September 2024	
Construction Contract Executed	November 2024	
Start Construction	April 2025	
Construction 50% complete	July 2025	
Second Public Hearing	July 2025	
Certificate of Substantial Completion	October 2025	
Update Fair Housing Plan	January 2025	Resolution: C
Update 504 Review and Transition Plan	January 2025	
LEP Four Factor Analysis	January 2025	
Construction 100% Complete	December 2025	
Final Closeout	March 2026	

Grantee and Subrecipient Financial Profiles

Is the Grantee a (circle one) City County

Section II. Sewer System (only) – Input information for the sewer system (entity) that is expected to utilize the CDBG funds.

Sewer Treatment Method Lagoon
 Do you have a Pre-treatment system? Yes No

Number of people served by the system	<u>3,408</u>
Number of residential connections on the system	<u>1,022</u>
Number of commercial connections on the system	<u>264</u>
Number of industrial connections on the system	<u>0</u>
Number of new connections within the last year	<u>6</u>
Are residential water users metered?	<u>Yes</u>
What are the current residential sewer rates?	<u>\$43.73</u>
What will the new monthly rates be after project?	<u>Unknown*</u>
When was the last rate increase?	<u>10/03/2023</u>
How much were the rates increased	<u>5% (\$2.08)</u>
What will be the new monthly rate after the project is Complete?	<u>Unknown*</u>
Residential Connection Fee	<u>\$864 per EDU</u>
Commercial Connection Fee	<u>\$864 per EDU</u>
Industrial Connection Fee	<u>\$864 per EDU</u>
Annual sewer system revenue	<u>\$939,820.65</u>
Current dollar amount owned by customers in arrears	<u>\$15,291.85</u>
Annual sewer system expenses	<u>\$839,361.89</u>

For this proposed project:

Has the replacement cost of short-lived assets (SLA) been determined? Yes No
 How much annually needs to be reserved for the SLA replacement cost? \$9,075

*Rates are reviewed annually.

Section IV. All Applicants (City or County)

Furthering Fair Housing

As part of the CDBG program, cities and counties are required to further fair housing within your community. In 2022, Commerce and Idaho Housing and Finance Association conducted an assessment to fair housing. The assessment examined policies and practices among Idaho’s cities, counties, and housing industry to determine fair housing issues and contributing factors.

For some of these contributing factors there are steps cities and counties can take to achieve the goal of reducing or mitigating the factors, thereby furthering fair housing.

Contributing Factor #1

There is the lack of cities and counties providing for the allowance of group homes in designated residential zones or their narrow definitions of the types of group homes allowed (nursing and rest homes) Why is this a contributing factor? *The regulation may treat residents who are disabled, differently. Therefore;*

Has the City/County reviewed its zoning codes specific to group homes to ensure that they are in compliance with the Fair Housing Act? (group homes are allowed in residential zones and that the City / County definition of a group home is not too restrictive)

Yes No

If No, what steps are you taking to address the issue? _____

Contributing Factor #2

Idaho’s fair housing law does not provide protection based on familial status. Familial status is the presence of one or more children under the age of 18, pregnant woman, or someone in the process of acquiring legal custody of a child. Why is this a contributing factor? Residents who are unfamiliar with fair housing law may believe that they are not protected from housing discrimination based on familial status because Idaho’s law does not cover familial status.

Does the City/County have an ordinance, resolution, or proclamation that prohibits discrimination against individuals based on their familial status? **Note:** this is not the same as the Fair Housing Resolution.

Yes No

If No, has the council or commission discussed the issue and/or are willing to pass such an ordinance, resolution, or proclamation?

Explain: If necessary, the City is not opposed to supporting this through a resolution.

Contributing Factor #3

Lack of public transportation in rural areas. Also, insufficient transportation services to support independent and integrated community living for seniors and persons with disabilities.

In accordance with Idaho’s Local Land Use Planning Act, has the City or County completed their Comprehensive Plan? Yes No

If Yes, when was the Plan last updated? 2023

Under the transportation component of the Plan has the City / County evaluated:

- Existing (or feasibility of) public transportation options such as – bus or van? Yes No
- Bicycle paths? Yes No

Contributing Factor #4

Low wages in economically disadvantaged rural areas due to limited economic growth and growth in low wage industries (service jobs)

Does the City or County belong to an economic development organization whose objective is to advance job growth or training opportunities in the area? If yes, identify the organization(s)

Boundary County Economic Development Council and Panhandle Area Council

Contributing Factor #5

Housing in rural areas developed without visitable/accessible features due to limited development in some rural areas and when housing was developed.

What is the most current edition of the International Building Code the City / County has adopted?
The latest adopted by the State of Idaho

What is the most current edition of the International Residential Code the City / County has adopted?
The latest adopted by the State of Idaho

In addition to the International Residential Code, has the City/County adopted a building standard or ordinance that requires or encourages Visitability in single family housing? (basic requirement: one zero-step entrance, doors with 32 inches of clear passage space, one bathroom on the main floor you can get into using a wheelchair, and reinforcement of bathroom walls for potential grab bar installation).

Yes No

Contributing Factor #6

Some local governments' land-use regulations do not embrace practices that allow for diverse housing stock. Diverse housing stock can increase affordability of housing—therefore, does the City/County:

- Allow for ADUs in all or some residential zones? Yes No
- Allow duplexes in single family zones? Yes No
- Allow triplexes in single family zones? Yes No
- Allow lower parking standards for affordable or group housing developments? Yes No

Project Site – Field Notes Review

The purpose of this review is to identify potential environmental related issues that could delay, hamper, or derail the proposed project. The information will assist in understanding what studies, documentation, and mitigation measures could be applicable to commence project construction.

1. Limitations on Activities

Is the Grantee planning or in the process of acquiring property for this proposed project?

Yes No

If yes, is the Applicant aware that land acquired or site work after submission of the ICDBG application is subject to 24 CFR 58.22 Limitation on Activities Requiring Clearance? Meaning once an application for ICDBG funds is submitted, neither Applicant or sub recipient, may commit non-HUD funds to a project for land acquisition or site work (except for minor testing) before the environmental review is complete, unless the land acquisition or contract is conditioned on completion of the ICDBG environmental review.

2. Historic Preservation

Has the SHPO or THPO been notified of the project? Yes No

Use <https://history.idaho.gov/wp-content/uploads/DOSE-form.pdf>

Have tribes with possible cultural and religious sites been notified of the project? Yes No

3. Floodplain

Is the project located within a floodway or floodplain designated on a current FEMA map? Use www.msc.fema.gov Yes No Not Sure

If yes what is the floodplain map number? 1602070575B

If the project is in a floodway or floodplain, is the community where the project is taking place a participant in the National Flood Insurance Program. Check Web site Use

<https://idwr.idaho.gov/flood-control-districts/> Yes No N/A

4. Wetlands

Are there estuarine, ponds, lakes, marshes, drainage ways, streams, rivers, or other wetlands on or near the site? Yes No

5. Asbestos and/or Lead Based Paint

For building renovations, remodeling or demolition, has an asbestos analysis been planned for or conducted? Yes No N/A

For housing rehabilitation, has a lead-based paint assessment been planned for or conducted?

Yes No N/A

6. Noise Sensitive Use

Is the project new construction or rehabilitation of noise sensitive use (i.e., housing, mobile home parks, nursing homes, hospitals, and other uses where quiet is integral to the project functions)?

Yes No

If yes, is the project located within 5 miles of an airport, 1000 feet of a major highway or busy road, or 3,000 feet of a railroad? Yes No

7. Explosive and Flammable Operations

Is the physical structure (not necessarily infrastructure) intended for residential, institutional, recreational, commercial, or industrial use? Yes No Unknown at this time

If yes, are there any above ground explosives, flammable fuels, or chemical containers within one mile of the physical structure? Yes No

If yes, have you been able to identify what the container is holding and the container’s size? Yes No

8. Site or Soil Contamination

Are there any known hazardous materials, contamination, chemicals, gases, and radioactive substances on or near the site? Yes No Unknown at this time

If yes, explain _____

During the visual inspection of the site, are there signs of distressed vegetation, vents or fill pipes, storage/oil tanks, stained soil, dumped material, questionable containers, foul or noxious odors, etc.

Yes No

If yes, explain _____

At this time, are the site’s previous uses known to have been gasoline stations, train depots, dry cleaners, agricultural operations, repair shops, landfill, etc.? Yes No

Are other funding agencies requiring the Grantee to perform an American Society for Testing Materials (ASTM) environmental assessment? ASTM assessment involves analysis of site uses and ownership, inspection of site, and possible testing. Yes No

9. Other Agency Environmental Reviews

Have facilities studies or other environmentally related site reviews been conducted or in the process of being conducted? Yes No

If yes, identify who is conducting the review. _____

10. Environmental Due Diligence

Has the applicant contacted any environmental or historical agencies in an effort to minimize the environmental review’s timeline in waiting for necessary responses or information? This preliminary step will assist in allowing the applicant to respond to required mitigation measures sooner rather than later, should the proposed project receive grant funding.

Mark the agencies that have been contacted.

Note: If other funding agencies have sought comment from the agencies listed below for the same project, you may not need to contact.

- Idaho State Historic Preservation Officer
- Tribal Historic Preservation Officer or Tribal Office
- Idaho Department of Water Resources – Local Regional Office
- Army Corps of Engineers (if wetlands are applicable)

- U.S. Fish and Wildlife
- NOAA Fisheries (if salmon and/or steelhead are applicable)
- Idaho Fish and Game
- USDA Natural Resource Conservation Service (if farmlands are applicable)
- Idaho Department of Environmental Quality
- Local Government – Planning Department
- Others _____

Public Facilities Review and Ranking Narrative

Program Impact

To be calculated by the Idaho Department of Commerce based on the budget form.

1. Percentage of ICDBG in total project: _____
2. Percentage of Local Matching Funds compared to ICDBG funds: _____
3. Grant dollars per person: _____
4. Local matching funds per person: _____
5. Eligible Activity Priority Ranking: _____

Eligible Activity	Points Possible	Mark if ICDBG will be spent on this activity
Administration Activities	100	
Removal of Architectural Barriers	100	
Public Facilities and Infrastructure Improvements	100	✓
Engineering-Architectural	100	
Acquisition of Real Property	75	
Grants to Nonprofit Community Organizations for Housing Projects	75	
Housing Rehabilitation	75	
Code Enforcement	50	
Clearance and Demolition	50	
Relocation Payments	25	
Rental Income Payments	0	
Public Services	0	
Planning Activities	0	
Grants to Nonprofit Community Organizations	0	

LMI Need and Impact

Low and Moderate-Income Percentage Points

To be calculated by Commerce staff based on information addressed under National Objective.

The City is 59.1% low and moderate-income by survey, forwarded to the Idaho Department of Commerce on October 16, 2019. The Survey Report is in Appendix A.

Need

There are eight lift stations that serve the city's wastewater collection, treatment, and disposal system, with portions that are over 100 years old. Of the eight lift stations, #5 is in the direst need of replacement due to its age, significant deterioration, and location deficiencies. It has numerous problems such as continual build-up of oils, grease, fats and refuse in the wet well that have caused 8 documented sanitary sewer overflows over the past ten years. Total sanitary sewer overflow (SSO) discharges of all events equaled approximately 12,725 gallons. Detailed reports of the SSO's are in Appendix F.

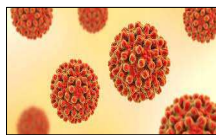
Not only is the lift station in need of replacement, but its location leaves much to be desired. Currently, it sits on BNSF Railroad property in extreme proximity to the railway line. Emergencies at the lift station in the winter require the city to coordinate with BNSF to request snowplowing to the location. When city crews must clean the wet well 6-7 times per year, their truck is extremely difficult to maneuver, with little to no room to turn around or back up. The vacuum/flusher truck is nearly 40 feet long and currently has difficulty accessing the lift station because of its size and weight.

The City of Bonners Ferry expects to see growth in areas where the sewer system does not currently serve, as well as in lower population areas of town. The future demands of the sewer system will exceed what can currently be handled by lift station #5 which now lifts more sewage than any other lift station in the system. Lift Stations #6, #7 and #8 deliver wastewater to #5 to be pumped directly to the system's treatment lagoons. Between the size of the land area that lift station #5 serves and the fact that two of Boundary County's public schools and seven large businesses also rely upon the service of this lift station, the need for its relocation and replacement is apparent.

According to the EPA, Sanitary Sewer Overflows (SSOs) can result in untreated sewage backing up into businesses and homes.¹ This can lead to serious property damage and public health threats. Raw sewage contains viruses, bacteria, and other microbial and biological hazards such as cholera, hepatitis, intestinal worms, and inhaled molds and fungi.² Specifically:



cholera



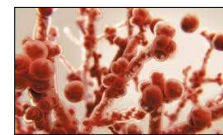
hepatitis



intestinal worms



inhaled mold



inhaled fungi

A Wastewater Facilities System Master Plan (Master Plan) was prepared for the City of Bonners Ferry, completed in June of 2013. This Master Plan included the city's lift station #5—constructed in 1976—as the number one priority in terms of capital improvement, due to its deteriorating condition and its difficult location access. More recently, a Preliminary Engineering Report (PER) completed in September 2023 updated the Master Plan specifically for Lift station #5 to prepare for design. Based on current conditions, plus the expected increase in demand from properties annexing into the city, the current lift station is not sufficient. The deteriorating lift station raises concerns due to the increased chances of failure of and within certain components. Additionally, when deteriorating components are expected to handle larger demands it is anticipated that a component of the lift station may fail.

Lift Station #5 is not in compliance with the following code requirements through IDAPA 58.01.16:

- Accessibility is challenging (440.01.b) – Site access is of significant concern; currently maintenance vehicles must back down the railroad right-of-way due to the limited access. There is no room for the large vehicles to turn around, which is a safety concern especially in the presence of an active train.
- Valves are not located in a separate vault (440.04.d) – This rule states that valves shall be located in a separate valve chamber; the valves are currently in the wet well, causing an operator to enter the wet well to exercise the valves (either in emergency or in routine maintenance).

¹ U.S. EPA, *NPDES Compliance Inspection Manual: Chapter 13*, January 2017, epa.gov/sites/production/files/2017-03/documents/npdesinspect-chapter-13.pdf

² U.S. EPA, *Sanitary Sewer Overflow (SSO) Frequent Questions*, 2019, epa.gov/npdes/sanitary-sewer-overflow-ss0-frequent-questions

- Adequate emergency overflow storage is not currently provided (440.07.b) – If components of the lift station were to fail, the station could overflow, and wastewater would flow down the hill towards the BNSF Railroad and could cause a closure on the railroad as well as raise concern considering raw wastewater flowing at the ground surface. This potential for flooding is also of concern in the event of an emergency. The current emergency overflow storage is not adequately sized to support the expected growth at buildout and may cause flooding in an emergency event.

Impact

What will be the project's permanent impacts and benefits to the community or residents?

The proposed improvements will ensure that the City has the capacity in lift station #5 to support the projected growth. In addition, the lift station will have adequate emergency storage to prevent potential flooding of the railroad in an emergency. The new lift station will ensure that wastewater will not overflow with the increased demand.

Construction of a new lift station will ensure that the city has the capacity to support the projected growth, have adequate emergency storage to prevent potential flooding of the railroad in an emergency, and ensure that wastewater will not overflow with the increased demand. The improved site will provide enhanced access for the City's vacuum/flusher truck that is critical to ensuring reliable lift station operations during emergencies, or during routine cleaning and maintenance. Site access improvements will also improve the overall safety of the site, allowing vehicles to turn around and drive safely in the right-of-way.

Boundary County's August 2023 revised unemployment rate was 4.8%, which is 1.8 points higher than the State of Idaho's 3.0%. Those that are considered below the poverty level in the City of Bonners Ferry are 20.2% of the population³, and those over age 60 are 27% of the total population⁴. An income survey was completed in October 2019 that encompassed Bonners Ferry city limits as well as individuals living in Boundary County that are served by the City's wastewater system and. The survey determined that the sewer users are 59.31% LMI.

Project Categories

Planning, Previous Actions, and Schedule

Design Professional

Welch Comer Engineers prepared the PER and will see the project through including design, bidding, construction, and closeout. The city has found that Welch Comer Engineers provided excellent performance on past sewer system work, and requested they perform the work on this project without going through the procurement process.

³ 2021 American Community Survey 5-Year Estimates, *Individuals below poverty level*, Bonners Ferry, Idaho, <https://data.census.gov/table?q=Individuals+below+poverty+level&g=060XX00US1602190391>, October 17, 2023

⁴ 2021 American Community Survey 5-Year Estimates, *Age and Sex*, Bonners Ferry, Idaho, <https://data.census.gov/table/ACSST5Y2021.S0101?g=060XX00US1602190391>, October 17, 2023

Grant Administration

The city has had an excellent working relationship with staff at the Panhandle Area Council, Inc. (PAC) on previous CDBG projects, and therefore, requested PAC to perform grant administration services for this project.

Plans or Studies

J-U-B Engineers completed a Wastewater Facility plan in 2013. Welch Comer Engineers updated the Lift station #5 portion of the plan with a Preliminary Engineering Report (PER) in September 2023. The PER is prepared as a preliminary step for design and is intended to provide more detail than the Master Plan but build on the information contained in the Master Plan for this project. Appendix G contains the cover page, table of contents and introduction of the PER for Lift Station #5 prepared by Welch Comer Engineers.

- A. Identify the review status of the facilities plan or study by the applicable regulatory agency and applicable funding agency (such as DEQ, USDA-RD or ITD). *Check one*

- Currently Underway
 Completed but not approved
 Completed and approved

- B. If an environmental review is required what is the status of the Environmental Information Document or Review? *Check one*

- Currently Underway: Panhandle Area Council will be completing the Environmental Review
 Completed but not approved
 Completed and approved

Project Site – Field Notes Review

The Field Notes Review checklist has been completed which begins on page 12 of this application.

Agency Viability

- A. Utility Rate Review

A rate review was conducted for this project by Welch-Comer Engineers as part of the PER and is included in Appendix

- B. Financial Profile Worksheet

To be calculated by the Idaho Department of Commerce based on the Financial Profile on page 9 of this application.

Property Acquisition

To be calculated by Idaho Department of Commerce staff based on information provided under the General Project Description, Project Land and Permits (page 6), and the lease agreement in Appendix E.

Funding Commitments

To be calculated by Idaho Department of Commerce staff based on the match commitment letter from the city in Appendix D.

Schedule

Points will be awarded based on the project schedule completed in the general application located on page 8.

Administrative Capacity

A. Capacity to manage.

Administrative Capacity is located on page 4 of this application.

B. Has the applicant completed a Section 504 Americans with Disabilities Act Self-Assessment and Transition Plan? Yes No Unknown

The city completed a 504/ADA Self-Assessment and Transition Plan update with their 2017 CDBG project for Municipal Swimming Pool Repairs.

C. Affirmatively Furthering Fair Housing

This information is found with the Fair Housing questions on page 5 of this application.

Cost Analysis

The Detailed Cost Analysis is on page 8 of this application, and the Opinion of Probable Cost is in Appendix D.

Certifications

I certify the data in this application is true and correct, that this document has been duly authorized by the governing body of the City of Bonners Ferry and we will comply with the following laws and regulations if this application is approved and selected for funding.

Specific CDBG Provisions:

Section 110 of the Housing and Community Development Act of 1974, as amended, by the Housing and Urban-Rural Recovery Act of 1983 and the Housing and Community Development Act of 1987, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;

It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws;

Conduct and administer its program in conformance with Title VI and Title VIII, and affirmatively further fair housing;

Provide opportunities for citizen participation comparable to the state's requirements (those described in Section 104(a) of the Act, as amended);

Not use assessments or fees to recover the capital costs of CDBG funded public improvements from low and moderate-income owner occupants;

Adopt and implement an Excessive Force Policy;

Minimize displacement as a result of activities assisted with CDBG funds by following the Idaho Department of Commerce's anti-displacement and relocation assistance plan; Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (49 CFR Part 24);

Civil Rights and Equal Opportunity Provisions:

Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

The Fair Housing Act (previously known as Title VIII of the Civil Rights Act of 1968) (Public Law 90-284), as amended, administering all programs and activities relating to housing and

community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;

Section 109 of Title I of the Housing and Community Development Act of 1987, as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity;

Executive Order 11063, as amended by Executive Order 12259 on equal opportunity in housing and non-discrimination in the sale or rental of housing built with Federal assistance, and requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;

Executive Order 11246 as amended by Executive Order 11375 and 12086, and the regulations issued pursuant hereto (24 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontracts on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship;

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government;

Property Acquisition Provision:

It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Federal implementing regulation at 49 CFR Part 24, and the requirements of section 570.496a and it is following a residential anti-displacement and relocation assistance plan under section 104(d) of Title I of the Housing & Community Development Act of 1974, as amended;

Environmental Standards and Provisions:

Its chief executive officer or other officer of applicant approved by the Idaho Department of Commerce:

- 1) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. S 4321 et seq.) and other provisions of Federal law, as specified at 24 CFR 58.1 (a) (3) and (a) (4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Idaho Community Development Block Grant Program; and

- 2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will comply with:

- 1) The National Environmental Policy Act of 1969 (42 U.S.C. S 4321 et seq.) and 24 CFR Part 58, and in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (U.S.C. 469a-1, et seq.) by:
 - a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
 - b) Complying with all requirements established by the State and to avoid or mitigate adverse effects upon such properties.
- 2) Executive Order 11988, Floodplain Management;
- 3) Executive Order 11990, Protection of Wetlands;
- 4) Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);
- 5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
- 6) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);
- 7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300f et seq.);
- 8) Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended, (42 U.S.C. Section 4831 (b));
- 9) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);
- 10) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);
- 11) The Clean Water Act of 1977 (Public Law 95-217);
- 12) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.); and
- 13) Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) as it relates to the mandatory purchase of flood insurance for special flood hazard areas.

Labor Standards and Provisions:

The provisions of the Davis-Bacon Act (46 U.S.C. S 276a-5) with respect to prevailing wage rates (except for projects for rehabilitation of residential properties of fewer than eight units).

Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a workweek.

Federal Fair Labor Standards Act, 29 U.S.C. S 102 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed workweek.

Anti-kickback (Copeland) Act of 1934, 18 U.S.C. S 874 and 40 U.S.C. S 276c, which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities.

Anti-Lobbying Certification:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of, employee of a member of, officer of or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into any cooperative agreement and the extension, renewal, modification or amendment of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of, employee of a member of, officer of or employee of Congress in connection with this federal grant, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Administrative and Financial Provisions:

2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Miscellaneous:

It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;

It will comply with the provisions of the Hatch Act, which limits the political activity of employees;

It will give State, HUD and the Comptroller General through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant; and

The local government hereby certifies that it will comply with the above stated assurances.

Signed by Chief Elected Official

Date

Rick Alonzo, Mayor
Printed Name



CITY OF BONNERS FERRY

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

November 7, 2023

Director Tom Kealey
Idaho Department of Commerce
PO Box 83720
Boise, ID 83720-0093

Dear Director Kealey:

The City Bonners Ferry respectfully submits this application for an Idaho Community Development Block Grant for removal and construction of a new lift station #5.

In the City's 2013 Wastewater Facilities Master Plan, replacement of Lift Station #5 is the highest priority for improvements to the collection system due to its age, significant deterioration, location deficiencies and serious potential for wastewater overflows. Once a lease agreement was executed with BNSF in 2022, the Preliminary Engineering Report specifically for lift station #5 could be prepared.

This application for a \$500,000 grant will eliminate these problems for 2,420 persons, of whom 59.31% meet LMI standards. The City of Bonners Ferry has committed to providing \$726,000 in matching funds to help finance this project.

We appreciate your concern and consideration regarding our CDBG request.

Sincerely,

Rick Alonzo
Mayor

Cc: Jeremy Grimm, Region I EAC Member
Eve Knudtson, EAC Ad Hoc Member



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer

DATE: October 31, 2023

RE: Sewer Department – Financial Commitment for Lift Station #5

The replacement of lift station #5 has been discussed by staff and Council for several years and has been identified in the City's wastewater master plan as the highest priority for replacement. The City evaluated the feasibility of replacing lift station #5 five years ago and found that it did not have enough money for matching funds to complete the project.

The City has raised rates over the last several years and has built up cash that can be used for construction of projects such as the lift station #5 replacement. Staff has looked at the current cash position of the City and also what capital expenses have been proposed for FY2024 and FY2025.

The most current cash position estimated this week is \$2,315,339. I will provide the anticipated financial impact of this project on reserves for fiscal years 2024 and 2025 at the council meeting.

The engineers' estimate for this project is \$1,226,400. The requested grant amount is \$500,000, leaving \$726,400 needed for the complete project. It is anticipated that the sewer fund will have sufficient cash for operating and emergency reserves after completion of lift station 5 and other capital projects that are planned for FY2024 and FY2025. The cash match commitment for the City to move forward with this project is \$726,400.

Please let me know if you have any questions.

Mike



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CLERK/TREASURER

TO: Mayor and City Council
FROM: Deborah Garcia, Clerk/Treasurer
DATE: November 3, 2023
RE: **Hometown Holidays**

Jennifer VanEttan who is with the Chamber of Commerce and will be present at the meeting, has asked to see if the City of Bonners Ferry could sponsor the Hometown Holidays event on December 2, 2023. This would include closing the street from Bonner to Kootenai from 3:00pm to 6:30 pm. The chamber would also like to have permission to have either some fire pits or outdoor propane heaters for people to get warm during the event with Santa. I have spoken to Fire Chief Winey and he did not have any issues with either as long as they are in the street and the fire pits would be the type you purchase as he does not see a fire hazard with them. The only thing he mentioned that is outside of his call is maybe how they were going to keep children from getting too close or from getting burned. The Chamber has submitted their application and has paid the fee and deposit for the event and are asking for sponsorship for the insurance coverage.

Thank you for your consideration,



**CITY OF BONNERS FERRY
SPECIAL EVENT PERMIT APPLICATION**

**7323 MAIN ST / PO BOX 149
Bonners Ferry, ID 83805
cityhall@bonnersferry.id.gov**



NAME OF EVENT: Hometown Holidays
DATE OF EVENT: December 2nd 2023
TIME OF EVENT: Start: 4:00 pm End: 6:30 possibly sooner
LOCATION OF EVENT (include street names, property names, etc.):
Georgia MAE PLAZA

NUMBER OF PEOPLE IN ATTENDANCE: 175

WILL EVENT OCCUPY OR REQUIRE CLOSURE OF A PUBLIC STREET: Yes: No:
If yes, please attach diagram of proposed closures (Does Not Require it.)

WILL ALCOHOL BE SERVED: Yes: No:

IF YES, HAS CATERING PERMIT BEEN SECURED: Yes: No:

DESCRIPTION OF EVENT: Santa Claus is delivered by five truck - Christmas Carolers, tree lighting event, hot cocoa, cookies and the Grinch - Propane heaters - (possible fire pit)

DESCRIPTION OF EXTRA POLICE OR FIRE PROTECTION NEEDED: _____

****APPLICATIANT IS RESPONSIBLE FOR THE REMOVAL OF ALL GARBAGE IN THE SPECIAL EVENT AREA****

NAME OF APPLICANT/ORGANIZATION: B.F Chamber of Commerce
ADDRESS: P.O Box X Bonners Ferry Id. 83805
PHONE NUMBER: 208-304-9050
NAME OF PRIMARY CONTACT PERSON: Jennifer Van Etten
PHONE NUMBER: 208-304-9050
EMAIL: jvanetten@auburncrest.com

PLEASE ATTACH OR SUBMIT THE FOLLOWING ITEMS WITH APPLICATION:

- Proof of a comprehensive general liability insurance policy in the amount of one million dollars (\$1,000,000), naming the City of Bonners Ferry as a co-insured party.
- Permit fee and clean up fee as set by resolution of the City Council.

****SPECIFIC RULES FOR PARADE APPLICANTS****

- No throwing candy or items from other vehicles (must hand out)
- No sirens during parade
- No debris left on streets. If animals are to be part of the parade, there must be someone designated to follow behind and clean up after the animals.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

By this application, the applicant shall, waive, indemnify, and hold harmless the City of Bonners Ferry, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of the permitted activity or the conduct of applicant's operation of the event if such claim (1) is attributed to personal injury, bodily injury, disease or death, or to injury or to destruction of property, including the loss of use there from, and (2) is not caused by any gross negligent act or omission or willful misconduct of the City of Bonners Ferry or its employees acting within the scope of their employment.

Signature of Applicant: J Van Etten

Printed Name: Jennifer Van Etten

Office/Title: Chamber President

Date: 11/2/23

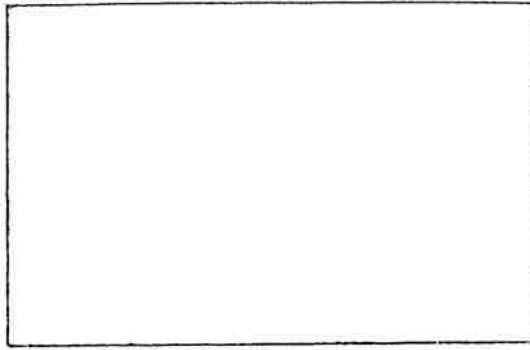
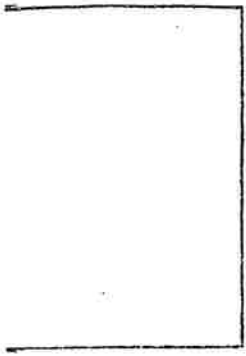
Clerk's Office Use:

Fee Paid _____ Date _____ Receipt No. _____

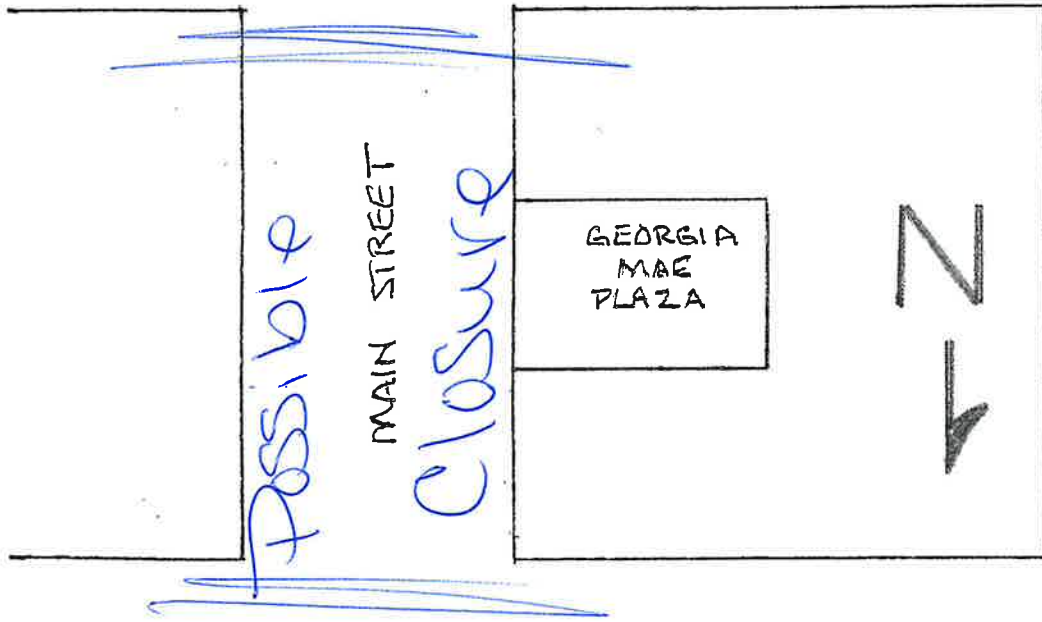
Chief of Police [Signature] Date 11-2-23

Fire Chief David Wmeyer Date 11/02/23

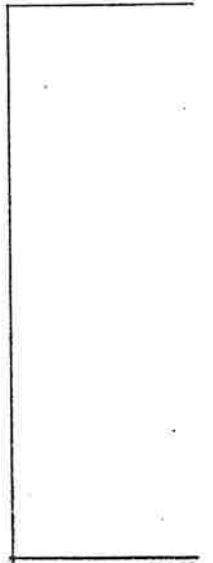
ARIZONA STREET



KOOTENAI STREET

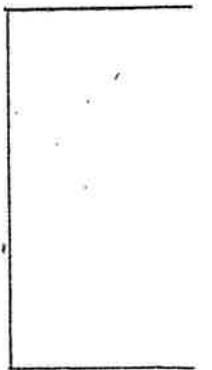
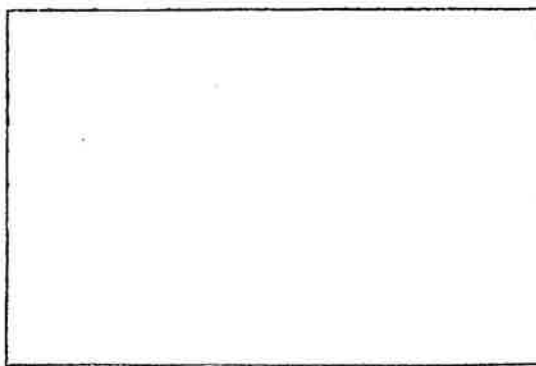
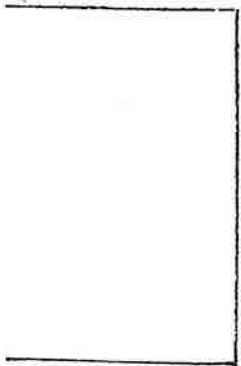


FIRST STREET



BONNER STREET

TO FAIRGROUNDS →



RIVERSIDE STREET





INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

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

Contractor will complete a 2.5" bore at the Grandview Cemetery of approximately 500 feet and install City-provided conduit as directed by City Electric Department Superintendent. The bore will be completed at \$27 per lineal foot in accordance with attached quote.

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

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

CONTRACTOR shall complete the project by December 31, 2023.

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

Total not to exceed \$13,500.00

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. **CERTIFICATION THAT COMPANY IS NOT OWNED OR OPERATED BY THE GOVERNMENT OF CHINA:** Pursuant to Idaho Code section 67-2359, Contractor certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.

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

13. **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 2nd day of November, 2023.

ENTITY:
CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By E.L. Automation, Inc.
(Name)

By Rick Alonzo, Mayor
(Title or Office)

Its Eric Lederhos
(Title or Office)

ATTEST:
Deby Garcia, Clerk

WITNESS
[Signature]
(Signature of Witness or Notary Public)

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

E. L. AUTOMATION, INC.

Advanced Technology for Today's Needs

**64 Automation Lane
Bonners Ferry, ID 83805**

office@elautomationinc.com
(208)267-7220

QUOTE

DATE	QUOTE #
11/2/2023	67116

CUSTOMER
CITY OF BONNERS FERRY PO BOX 149 7232 MAIN ST BONNERS FERRY, ID 83805

QUOTE GOOD FOR

30 days

ITEM	DESCRIPTION	QTY	COST	TOTAL
SUBCONTRACTING	Boring at Grandview Cemetery (\$27.00 per foot)	1	27.00	27.00
	**City of Bonners Ferry to Supply all Materials including 2-1/2" PVC for Bores.			

Deby Garcia

From: Jacob Francom [francom@nicak12.org]
Sent: Tuesday, October 17, 2023 6:24 PM
To: Deby Garcia
Subject: Visit Invite to North Idaho Classical Academy

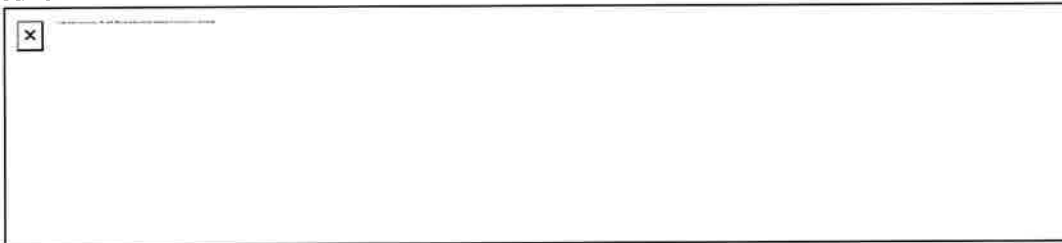
Debbie,

We would like to invite the City Council and any City staff to North Idaho Classical Academy (located at the former Boulder Creek Academy site) for a tour of the facilities and an overview of the program we will be opening in 2025.

Please let me know if you are interested and we would be happy to set up a time to meet with you!

Thanks!

Jake



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Deby Garcia

From: Lisa Ailport
Sent: Friday, October 20, 2023 9:36 AM
To: Deby Garcia
Subject: FW: Planning and Zoning

For next council meeting

From: Chris Rawlings [REDACTED]
Sent: Thursday, October 19, 2023 10:13 AM
To: Clare Marley <cmarley@ruenyeager.com>; Lisa Ailport <lailport@bonnersferry.id.gov>
Subject: Planning and Zoning

It is my understanding that my term of service is up for review for Planning and Zoning. This email is to notify on my interest and intentions to continue to serve on the Bonners Ferry Planning and Zoning Commission should the commission consider me worthy of extension. It is a pleasure to be available to assist the city of Bonners Ferry in this way, and I do hope my prior efforts and history are taken into account when deciding to put my name on the agenda for vote on another term.

Thank you-

Chris Rawlings, LMFT, ACADC
Rawlings Community Counseling
6807 Cody Street
Bonners Ferry, Idaho 83805
208-267-0900 (ph) 208-267-6100 (fax)

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Deby Garcia

From: Lisa Ailport
Sent: Tuesday, October 31, 2023 1:30 PM
To: Deby Garcia
Subject: FW: Planning and Zoning

FYI

From: Sue Larson <Sue.Larson1@gmail.com>
Sent: Tuesday, October 31, 2023 12:13 PM
To: Lisa Ailport <lailport@bonnersferry.id.gov>
Subject: Planning and Zoning

Lisa— I understand that my appointment to the City P&Z Board is up at the end of December. I would be interested in seeking another term if the Council approves it. Let me know if you need anything else from me concerning this.

Thanks

Sue Larson

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November 1, 2023

Mayor and Council

Re: Employment with the City

Dear Mayor and Council:

I am writing to you to let you know that I have accepted employment with the City of Hayden as their new City Administrator. In my negotiations with my new employer, I have asked that they give me enough time to work with the City of Bonners on my transition. That said, I have tentatively set my last date of employment as Friday, December 1, 2023, but that date is flexible.

My decision to leave isn't an easy one to take, but the opportunity to continue to grow my professional experience in leading city government in the State of Idaho couldn't be overlooked by this opportunity. I apologize for any inconvenience this may cause the city, but I am so very grateful for the opportunities that the city has given me and the growth I have made as a professional here.

I am hopeful that I can serve my next adventure with the same love, compassion, and enthusiasm as I have done so for the City of Bonners Ferry.

Kindly,

A handwritten signature in blue ink that reads "Lisa Ailport". The signature is written in a cursive style with a large initial "L" and "A".

Lisa Ailport, AICP